CITY OF BAYTOWN
NOTICE OF MEETING

CITY COUNCIL REGULAR MEETING
THURSDAY, AUGUST 13, 2026
6:30 P.M.
COUNCIL CHAMBER, CITY HALL
2401 MARKET STREET, BAYTOWN, TEXAS 77520

AGENDA

CALL TO ORDER AND ANNOUNCEMENT OF QUORUM

PLEDGE AND INVOCATION
Council Member Sarah Graham, District No. 2

1. CITIZEN COMMENTS

Notice is hereby given that in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, prohibits the City Council from discussing, deliberating, or considering, subjects for which public notice has not been given on the agenda. Issues that cannot be referred to the administration for action may be placed on the agenda of a future City Council Session.

2. MINUTES

a. Consider approving the minutes of the City Council Special Meeting held on June 26, 2026.

b. Consider approving the minutes of the City Council Work Session and Municipal Development District and City Council Joint Meeting held on July 9, 2026.

3. SPECIAL DISTRICTS BUDGETS FOR FISCAL YEAR 2026-2027

a. Consider an ordinance approving the Baytown Area Water Authority Fiscal Year 2026-2027 Proposed Budget.

b. Consider an ordinance approving the Baytown Crime Control and Prevention District Fiscal Year 2026-2027 Proposed Budget.

c. Consider an ordinance approving the Baytown Fire Control, Prevention, and Emergency Medical Services District Fiscal Year 2026-2027 Proposed Budget.

4. PUBLIC HEARING

a. Conduct a public hearing concerning a request to amend the official zoning map by rezoning approximately 10.34 acres of land located at the northeastern corner of the intersection of Interstate 10 / East Freeway and N. Main Street, at 7128 N. Main Street, from the Open Space/Recreation (OR) and General Commercial (GC) to a Freeway Commercial (FC) Zoning District.

5. PROPOSED ORDINANCES

a. Consider an ordinance authorizing a request to amend the official zoning map to rezone approximately 10.34 acres of land, located at the northeastern corner of the intersection of Interstate 10 / East Freeway and N. Main Street, at 7128 N. Main Street, from the Open Space/Recreation (OR) and General Commercial (GC) Zoning Districts to a Freeway Commercial (FC) Zoning District.

b. Consider an ordinance for the first reading of the proposed voluntary annexation of approximately 0.998 acres at 8220 North State Highway 146 (SH 146).

c. Consider an ordinance for the second reading of the proposed Limited Purpose Annexation of approximately 356.99 acres, located generally east of North Main Street, west of Hadden Road and north of East Wallisville Road.

d. Consider an ordinance adding the newly Limited Purpose Annexed properties generally described as approximately 356.99acres, located generally east of North Main Street, west of Hadden Road and north of East Wallisville Road to City Council District No. 4.

6. REPORT

a. Receive the no-new revenue tax rate and voter-approval tax rate.

7. CONSENT

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

a. Consider an ordinance awarding the Compensation Analysis Services Agreement to Public Sector Personnel Consultants, Inc.

b. Consider a resolution authorizing the City Manager to submit an application and accept any resulting award from the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Program's Directorate in response to the Fiscal Year 2026 Port Security Grant Program on behalf of the Baytown Police Department.

c. Consider an ordinance authorizing a cost reimbursement agreement with the Drug Enforcement Administration for the Baytown Police Department.

d. Consider an ordinance authorizing the purchase of one (1) Ford Truck from Silsbee Ford, through The Interlocal Purchasing System ("TIPS") Cooperative Program, for the Health Department.

e. Consider approving the purchase of a replacement engine for the 2016 Engine 4 fire apparatus from Stewart & Stevenson in the amount of $53,713.39.

f. Consider an ordinance authorizing payment for the Microsoft Enterprise Agreement (EA) and Software Assurance (SA) for all City servers to SHI/Government Solutions, Inc., through the Texas Department of Information Resources.

g. Consider a resolution authorizing the City Manager to submit the annual status reports for Tax Increment Reinvestment Zone No. 1 and Tax Increment Reinvestment Zone No. 2 to the chief executive officers of the applicable taxing units and the Texas Comptroller of Public Accounts, as required by Section 311.016 of the Texas Tax Code.

h. Consider an ordinance authorizing the purchase of construction services for the Temporary Relocation of the City of Baytown Sterling Municipal Library from Buyboard Cooperative Purchasing Program contractor Brown and Root Industrial Services, LLC.

8. APPOINTMENTS

a. Consider a resolution nominating a representative to serve on the Board of Directors of the Chambers County Appraisal District.

9. MANAGER'S REPORT

Notice is hereby given in accordance with Section 551.0415 of the Texas Government Code, the City Council of the City of Baytown may receive a report about items of community interest from City staff and/or a member of the City Council, but no action or possible action shall be taken or discussed concerning the subject of such report, except as provided by Section 551.042 of the Texas Government Code.

10. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member Sarah Graham regarding projects, programs and events in District No. 2.

11. EXECUTIVE SESSION

a. Recess into and conduct executive session pursuant to Texas Government Code, Section 551.074 to deliberate the annual performance evaluation and duties of the City Manager.

12. ADJOURN

PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.090 TO DISCUSS ANY OF THE MATTERS LISTED ABOVE.

THE CITY OF BAYTOWN IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. FOR ASSISTANCE PLEASE CALL 281-420-6690, FAX 281-420-7176, OR CONTACT 281-420-6690 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR TYY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: HTTP://RELAYTEXAS.COM

Approved for posting:

/S/Jason E. Reynolds, City Manager

Posted by:

/S/Angela Jackson, City Clerk
(SEAL)

Posted this 6th day of August 2026, at 5:00 P.M.

CITY COUNCIL MEETING 2. a.

Meeting Date: 08/13/2026
Subject: Minutes of the City Council Special Meeting held on June 26, 2026.
Prepared for: Angela Jackson, City Clerk's Office
Prepared by: Ineka Salas, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Consider approving the minutes of the City Council Special Meeting held on June 26, 2026.

PREFACE

Consider approving the minutes of the City Council Special Meeting held on June 26, 2026.

Attachments

Exhibit A

DRAFT

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF BAYTOWN

June 26, 2026

The City Council of the City of Baytown, Texas, met in a Special Meeting on Friday, June 26, 2026, at 8:30 A.M. in the Community Room of the Public Safety Building, 3200 N. Main Street, Baytown, Texas, with the following in attendance:

Laura Alvarado	Mayor Pro Tem
Kenrick Griffith	Council Member
Jacob Powell	Council Member
Mike Lester	Council Member
Charles Johnson	Mayor
Jason Reynolds	City Manager
Kristin Holmes	Assistant City Attorney
Angela Jackson	City Clerk
John Stringer	Sergeant at Arms

Mayor Charles Johnson convened the June 26, 2026 Special City Council Meeting with a quorum present at 8:38 A.M. All members were present with the exception of Council Member Sarah Graham and Council Member James Franco who were absent.

1. CITIZEN COMMENTS

Mayor Charles Johnson announced no citizens signed up to speak.

Mayor Charles Johnson announced they will be taking Item 4.a. regarding Cybersecurity and Artificial Intelligence training out of order before Item 2.a.

Mayor and Council Members reviewed a cybersecurity training video.

Mayor Charles Johnson announced at 9:10 A.M. they would take a ten-minute recess.

Mayor Charles Johnson reconvened the meeting at 9:23 A.M.

2. DISCUSSIONS

a. Discuss budget related items for Fiscal Year 2026 - 2027.

City Manager Jason Reynolds presented the 2026-2027 Fiscal Year budget, discussing property taxes, and expressed the importance of budget transparency. (Exhibit A)

Mayor and Council Members expressed their recommendations regarding cost recovery and how the projections will look for residents.

- Maintain current rate of .69803
- No new revenue rate potentially be.
- Potential of two - ten million increase from Industrial District Agreements (IDA)

Director of Finance Teresa McKenzie, provided details regarding the water and sewer rates. (Exhibit B)

City Manager Jason Reynolds discussed transfer ins balance funds.

Assistant City Manager Carol Flynt, presented the graffiti abatement process, associated expenses, the current and potential future approach to cost recovery. After discussion, the Council agreed to maintain the current approach.

Mayor and Council Members requested further information regarding the following:

- Current numbers of graffiti complaints
- Properties with liens

Assistant City Manager Jamie Pruitt further presented topics of ongoing expenses regarding Tabbs Bay. The following was presented for further feedback.

- Feasibility Study in current budget
- Rent out facility
- Brand Identity

The Council was in consensus to provide rental of the facility until the feasibility study was completed.

Mayor Charles Johnson announced at 10:43 A.M., they would take a break.

Mayor Charles Johnson reconvened the meeting at 11:01 A.M.

Director of Public Affairs Thomas Reeves presented legislative affairs and council investment items for discussion related to.

- National League of Cities (NLC)
- Texas Municipal League (TML)
- Economic Alliance Houston Port Region

City Manager Jason Reynolds, presented to Council the reserve balance and potentially using excess days for essential needs of city facilities and fleet maintenance. With the below listed recommendations from Council.

- Mosquito Services
- Retaining the remaining excess balance

b. Discuss Fiscal Year 2026 - 2027 Strategic Initiatives.

City Manager Jason Reynolds provided a presentation discussing the strategic planning initiatives for City departments and how it affects the citizens. (Exhibit B)

Mayor and Council Members shared their opinions and recommendations for input from the citizens.

3. BOARDS AND COMMISSIONS

Mayor Charles Johnson announced at 12:33 P.M. they would recess for a break.

Mayor Charles Johnson reconvened the meeting at 12:58 P.M.

a. Consider an annual review of boards, commissions, and committees, to include dissolution of certain boards, commissions, or committees whose mission has been completed or that are no longer necessary to conduct the operation of city government.

Assistant City Manager Carol Flynt provided a presentation regarding boards and commissions. (Exhibit C)

Council Members requested clarification regarding boards and committees required by statues or charters.

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Jacob Powell to approve Resolution No. 3106, and Ordinance No. 16,539. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Kenrick Griffith, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Other: Council Member Sarah Graham (Absent) and Council Member James Franco (Absent)

Approved

RESOLUTION NO. 3106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, DISSOLVING THE BAYTOWN ECONOMIC DEVELOPMENT ADVISORY COMMITTEE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

ORDINANCE NO. 16,539

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, REPEALING CHAPTER 2 "ADMINISTRATION," ARTICLE IV "BOARDS AND COMMISSIONS," DIVISION 12 "YOUTH LEADERSHIP ACADEMY " OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS, IN ITS ENTIRETY, TO DISSOLVE THE BAYTOWN YOUTH LEADERSHIP ACADEMY; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider a resolution creating a General Obligation Bond Committee.

Director of Public Affairs Thomas Reeves provided a presentation for the direction of the General Obligation Bond Committee. (Exhibit D)

A motion was made by Council Member Jacob Powell and seconded by Council Member Kenrick Griffith to approve Resolution No. 3107, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Kenrick Griffith, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Other: Council Member Sarah Graham (Absent) and Council Member James Franco (Absent)

Approved

RESOLUTION NO. 3107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ESTABLISHING THE 2025 BOND OVERSIGHT COMMITTEE; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider a resolution creating a Legislative Ad-Hoc Committee.

Director of Public Affairs Thomas Reeves presented the need for an Ad-Hoc Committee. (Exhibit E)

Mayor Charles Johnson announced his nominations for the Legislative Ad Hoc Committee members.

Nominee	Position

Laura Alvarado	Legislative Ad Hoc
Sarah Graham	Legislative Ad Hoc
Kenrick Griffith	Legislative Ad Hoc

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Kenrick Griffith to approve Resolution No. 3108, The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Kenrick Griffith, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Other: Council Member Sarah Graham (Absent) and Council Member James Franco (Absent)

Approved

RESOLUTION NO. 3108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY-TOWN, TEXAS, ESTABLISHING THE LEGISLATIVE AD-HOC COMMITTEE AND APPOINTING MEMBERS OF THE COMMITTEE; MAKING OTHER PROVISIONS RELATED THERETO; AND PRO-VIDING FOR THE EFFECTIVE DATE THEREOF.

4. TRAINING

a. Complete Annual Cybersecurity and Artificial Intelligence as required by the State of Texas.

Mayor Charles Johnson announced this item will be taken before Item 2.a.

Director of Human Resources Joey Lopez provided the required State of Texas training for the Mayor and Council Members.

5. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the June 26, 2026 Special City Council Meeting at 1:36 P.M.

_____
Angela Jackson, City Clerk
City of Baytown

CITY COUNCIL MEETING 2. b.

Meeting Date: 08/13/2026

Subject: Minutes of the City Council Work Session and Municipal Development District and City Council Joint Meeting held on July 09, 2026.

Prepared for: Angela Jackson, City Clerk's Office

Prepared by: Ineka Salas, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Consider approving the minutes of the City Council Work Session and Municipal Development District and City Council Joint Meeting held on July 9, 2026.

PREFACE

Consider approving the minutes of the City Council Work Session and Municipal Development District and City Council Joint Meeting held on July 9, 2026.

Attachments

Exhibit B
Exhibit A

DRAFT

MINUTES OF THE JOINT REGULAR MEETING OF THE CITY COUNCIL AND THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT

July 09, 2026

The City Council and Baytown Municipal Development District (MDD) of the City of Baytown met in a Regular Joint Meeting on Thursday, July 09, 2026, at 6:30 P.M. in the Council Chamber of the Baytown City Hall at 2401 Market Street, Baytown, Texas, with the following in attendance:

Laura Alvarado	Mayor Pro Tem / Vice President
Sarah Graham	Council Member / Director
Kenrick Griffith	Council Member / Director
James Franco	Council Member / Director
Jacob Powell	Council Member / Director
Mike Lester	Council Member / Director
Charles Johnson	Mayor / President
Jason Reynolds	City Manager / General Manager
Scott Lemond	City Attorney / General Counsel
Angela Jackson	City Clerk / Assistant Secretary
Steve Dorris	Acting Sergeant at Arms

Mayor / President Charles Johnson convened the July 09, 2026 City Council and Municipal Development District (MDD) Joint Meeting with a quorum present at 6:38 P.M. All members were present.

The Pledge of Allegiance and Texas Pledge were led by the Baytown Little League representatives Drake Schimming and Anthony Fuente. Invocation was led by Council Member / Director Mike Lester.

1. CITIZEN COMMENTS

Mayor / President Charles Johnson announced no citizens signed up to speak and took a point of privilege to recognize individuals in attendance who currently serve or have served the City of Baytown community.

Mayor / President Charles Johnson pulled Item 4.a., recognizing the Baytown Little League for their accomplishments.

2. MUNICIPAL DEVELOPMENT DISTRICT ITEMS

a. Conduct a public hearing concerning the Baytown Municipal Development District's Fiscal Year 2026-2027 Proposed Budget.

At 6:50 P.M., Mayor / President Charles Johnson opened the public hearing regarding the Baytown Municipal Development District 2026-2027 proposed budget.

Director of Finance Teresa McKenzie summarized the subject matter of the hearing (Exhibit A).

President Charles Johnson announced no citizens signed up to speak on the item.

At 6:51 P.M., President Charles Johnson closed the public hearing regarding the Baytown Municipal Development District 2026-2027 proposed budget.

b. Consider approving the minutes of the City Council Work Session and City Council Municipal Development District meeting held on June 11, 2026.

President Charles Johnson announced an amendment to Item 2.b., removing the City Council Work Session from the MDD minutes for approval to reflect with only the City Council and MDD Minutes.

A motion was made by Director Sarah Graham and seconded by Vice President Laura Alvarado to approve the minutes of June 11, 2026. The vote was as follows:

Ayes: President Charles Johnson, Vice President Laura Alvarado, Director Sarah Graham, Director Kenrick Griffith, Director James Franco, Director Jacob Powell and Director Mike Lester

Nays: None

Approved

3. CITY COUNCIL ITEMS – MINUTES

a. Consider approving the minutes of the City Council Work Sessions and City Council Municipal Development District meetings held on June 11, 2026.

A motion was made by Council Member Sarah Graham and seconded by Council Member Kenrick Griffith to approve the minutes of June 11, 2026. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

4. RECOGNITIONS AND CITIZEN COMMUNICATIONS

a. Recognize the Baytown Little League for its outstanding season and achievements.

Mayor Charles Johnson addressed this item before Item 2.b.

Council Member James Franco, expressed appreciation to all those that make it possible for the young men to play baseball and recognized the teams hard work and commitment to the game. Mr. Franco introduced Baytown Little League President Shawn Schimming.

Mr. Schimming shared the purpose of the Baytown Little League and the team's year of accomplishments.

5. PUBLIC HEARINGS

a. Conduct a public hearing regarding the proposed voluntary annexation of approximately 0.998 acres at 8220 North State Highway 146 (SH 146).

At 6:53 P.M., Mayor Charles Johnson opened the public hearing regarding the proposed voluntary annexation of approximately 0.998 acres.

Director of Planning and Development Services Martin Scribner summarized the subject matter of the hearing (Exhibit B).

Mayor Charles Johnson announced no citizens signed up to speak on the item.

At 6:56 P.M., Mayor Charles Johnson closed the public hearing regarding the proposed voluntary annexation of approximately 0.998 acres.

6. PROPOSED LIMITED PURPOSE ANNEXATION OF APPROXIMATELY 356.99 ACRES, LOCATED GENERALLY NORTH OF EAST WALLISVILLE ROAD, EAST OF GARTH ROAD AND WEST OF HADDEN ROAD.

a. Conduct the first public hearing regarding the First Amendment to the Strategic Partnership Agreement related to a limited purpose annexation with Harris County Municipal Utility District No. 213-A.

At 6:56 P.M., Mayor Charles Johnson opened the public hearing regarding the First Amendment to the Strategic Partnership Agreement with Harris County.

Director of Planning and Development Services Martin Scribner summarized the subject matter of the hearing for Items 6.a., and 6.b.

Assistant City Attorney Kristin Holmes provided the timeframe and current updates for the agreement related to Items 6.a., and 6.b.

Mayor Charles Johnson announced no citizens signed up to speak on the item.

At 6:59 P.M., Mayor Charles Johnson closed the public hearing regarding the First Amendment to the Strategic Partnership Agreement with Harris County.

b. Conduct the second public hearing regarding the First Amendment to the Strategic Partnership Agreement related to a limited purpose annexation with Harris County Municipal Utility District No. 213-A.

At 6:59 P.M., Mayor Charles Johnson opened the public hearing regarding the First Amendment to the Strategic Partnership Agreement with Harris County.

Assistant City Attorney Kristin Holmes reiterated this item was discussed with Item 6.a.

Mayor Charles Johnson announced no citizens signed up to speak on the item.

At 7:00 P.M., Mayor Charles Johnson closed the public hearing regarding the First Amendment to the Strategic Partnership Agreement with Harris County.

Mayor Charles Johnson announced Items 6.c., and 6.d., would be taken together.

c. Consider an ordinance authorizing the First Amendment to the Strategic Partnership Agreement with Harris County Municipal Utility District 213-A.

Director of Planning and Development Services Martin Scribner provided a description of the location regarding the strategic partnership agreement (Exhibit C).

A motion was made by Council Member Sarah Graham and seconded by Council Member Jacob Powell to approve Items 6.c., and 6.d. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

ORDINANCE NO. 16,513

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE FIRST AMENDMENT TO THE STRATEGIC PARTNERSHIP AGREEMENT WITH HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 213-A; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

d. Consider an ordinance for the first reading of the proposed Limited Purpose Annexation of approximately 356.99 acres, located generally north of East Wallisville Road, east of Garth Road and west of Hadden Road.

ORDINANCE NO. 16,514

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BAYTOWN, TEXAS, FOR A LIMITED PURPOSE ONLY TO INCLUDE APPROXIMATELY 356.99 ACRES OF LAND IN THE CITY'S EXTRATERRITORIAL JURISDICTION, GENERALLY LOCATED EAST OF GARTH ROAD AND WEST OF HADDEN ROAD APPROXIMATELY 2,670 FEET NORTH OF THE INTERSECTION OF GARTH AND EAST WALLISVILLE ROADS AND APPROXIMATELY 2,000 FEET NORTH OF THE INTERSECTION OF EAST WALLISVILLE ROAD AND HADDEN ROAD, LEGALLY DESCRIBED AS TRACTS 6-11, GEORGE ELLIS SURVEY ABSTRACT NO. 21, HARRIS COUNTY, TEXAS, WHICH SAID TERRITORIES LIE ADJACENT TO AND ADJOIN THE PRESENT BOUNDARY LIMITS FOR THE CITY OF BAYTOWN, TEXAS; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

7. SPECIAL DISTRICTS BUDGET FOR FISCAL YEAR 2026-2027

a. Receive the Baytown Crime Control and Prevention District Fiscal Year 2026-2027 Adopted Budget.

Director of Finance Teresa McKenzie provided the 2026 - 2027 Crime Control and Prevention District adopted budget (Exhibit D).

Mayor Charles Johnson acknowledged the budget was received.

b. Receive the Baytown Fire Control, Prevention, and Emergency Medical Services District Fiscal Year 2026-2027 Adopted Budget.

Director of Finance Teresa McKenzie provided the 2026 - 2027 Fire Control, Prevention, and Emergency Medical Services District adopted budget (Exhibit E).

Mayor Charles Johnson acknowledged the budget was received.

8. PROPOSED ORDINANCES

a. Consider an ordinance authorizing a Chapter 380 Economic Development Agreement between the City of Baytown, Texas Roadhouse of Baytown, TX LLC, and Strategic Restaurant Enterprises, Inc.

Economic Development Manager Brian Moran provided a presentation regarding the Chapter 380 Economic Development Agreement with Texas Roadhouse. (Exhibit F)

Council Members expressed their recommendations regarding the continued development of the area and requested clarification for the facilities.

Alex Westcott with Texas Roadhouse Team, provided clarification regarding the expansion of the building and the 380 agreement stipulations.

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Sarah Graham to approve Ordinance No. 16,515. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, and Council Member Jacob Powell

Nays: Council Member James Franco, and Council Member Mike Lester

Approved

ORDINANCE NO. 16,515

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH TEXAS ROADHOUSE OF BAYTOWN, TX LLC AND STRATEGIC RESTAURANT ENTERPRISES, INC. TO FACILITATE THE CONSTRUCTION AND REHABILITATION OF A NEW RESTAURANT FACILITY LOCATED ON A 2.0000-ACRE TRACT AT 6619 GARTH ROAD AND 6649 GARTH ROAD; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN AS AUTHORIZED IN SAID AGREEMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance regarding proposed text amendments to the Unified Land Development Code (ULDC) to change Section 2.31 Consolidated Use Table; to change Section 2.33 Use Specific Standards; and to change Article 10 Word Usage regarding short-term rentals.

Director of Planning and Development Services Martin Scribner presented the text amendments for short-term rentals (Exhibit G).

Council Members shared their recommendations regarding amendments to the ordinance.

Mr. Scribner provided details that outline the processes for implementing some of the recommendations from Council.

City Attorney Scott Lemond provided clarification on outside court proceedings and how the City of Baytown is able to utilize that information.

Scott Taylor, 442 S. Burnett Dr., expressed his concern for the safety of the community and city services utilized to maintain the short-term rentals in a recent experience he had with the tenants.

A motion was made by Council Member Kenrick Griffith and seconded by Council Member Sarah Graham to extend Mr. Taylor's time by one minute. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco, Council Member Jacob Powell and Council Member Mike Lester

Nays:

Approved

Steve White, 2439 Bay Hill Dr., shared his opinions if the ordinance is approved and how this will affect the current city environment.

Calvin Mundinger, 411 N. Burnett Dr., provided recent court cases referencing the ban on short-term rentals and the negative impact that they will have in the community.

Carla Percy, 5002 Ashwood Dr., shared a few personal experiences with short-term rentals within her neighborhood and what it does to the local home values.

Nora Smith, 5007 Ashwood Dr., stated the main concern with allowing short-term rentals is the enforcement capacity for overseeing the short-term rentals are abiding by the ordinance.

Kenan Schultz, 5008 Ashwood Dr., provided the potential negative impacts or crimes within the residential areas by allowing these short-term rentals.

Steve Wavro, 4716 Saint Andrews Dr., shared the uncertainty for the neighbors of the short-term rentals and the reason residents chose to live in Baytown neighborhoods.

Jeanne Heves, 1209 Dwinnell St., shared her recommendations to remove the short-rentals and concerns for her own safety and that of local residents.

Marie Drewnowski, 4705 Burning Tree Dr., shared her opinions and suggestions for the ordinance permitting short-term rentals within residential areas.

Hope McMaster, 4910 Goose Creek Dr., shared personal experiences with a short-term rental in her neighborhood, causing damages and inconveniences to her property.

Randee King, 128 N. Burnett Dr., shared statistics of other cities that permitted short-term rentals within residential areas and the required man-power for enforcement of policies.

Chet Theiss, 211 Post Oak Dr., shared his opinion regarding the reason these neighborhoods were originated and requested that this ordinance not be approved.

Council Members expressed their personal experiences with short-term rentals and how these decisions affect home owners.

A motion was made by Council Member Kenrick Griffith and seconded by Council Member Sarah Graham to extend Mr. Theiss's time by one minute. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco, Council Member Jacob Powell and Council Member Mike Lester

Nays:

Approved

Lisa Hunsinger, 4511 Alamance Dr., shared her recommendation for placement of short-term rentals and the insecurity brought on with allowing them in residential areas.

The Mayor and Council Members shared their appreciation for those who came out and expressed their understanding for the resident's concerns.

A motion was made by Council Member Jacob Powell and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 16,516. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Jacob Powell, and Council Member Mike Lester

Nays: Council Member Sarah Graham, Council Member Kenrick Griffith and Council Member James Franco

Approved

ORDINANCE NO. 16,516

AN ORDINANCE OF THE CITY OF BAYTOWN, TEXAS, AMENDING THE CODE OF ORDINANCES, BAYTOWN, TEXAS, CHAPTER 111 "UNIFIED LAND DEVELOPMENT CODE," ARTICLE 2 "ZONING DISTRICTS AND DIMENSIONAL STANDARDS," DIVISION 2.3 "USE STANDARDS," SEC. 2.31, "CONSOLIDATED USE TABLE," TABLE 2.31-1, "LAND USE TABLE;" SEC. 2.33, "USE SPECIFIC STANDARDS," SUBSEC. 2.33-3, "RESIDENTIAL USES;" AND ARTICLE 10, "WORD USAGE," DIVISION 10.2, "DEFINITIONS," TO AUTHORIZE THE PERMITTING AND INSPECTION OF SHORT-TERM RENTALS AND AMEND THE DEFINITION THEREOF; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

c. Consider an ordinance to adopt a fee for residential short-term rentals.

Director of Planning and Development Services Martin Scribner, provided a summary for fees associated with short-term rentals.

Council Members provided their recommendations for the short-term rental fees.

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Kenrick Griffith to approve Ordinance No. 16,517. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member Jacob Powell, and Council Member Mike Lester

Nays: Council Member James Franco

Approved

ORDINANCE NO. 16,517

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE V "FINANCE," DIVISION 1 "GENERALLY," SECTION 2-595 "FEES FOR VARIOUS CITY SERVICES", SUBSECTION (1) "PLANNING SERVICES" OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS TO ADD A FEE FOR SHORT-TERM RENTALS; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; PRESCRIBING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

9. CONSENT

A motion was made by Council Member Sarah Graham and seconded by Council Member Jacob Powell to approve Item 9.a., thru Items 9.j., with the exception of Item 9.c., that was pushed. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

a. Consider an ordinance authorizing the sole source purchase of Origami Risk LLC Risk Management Information System (RMIS) software and services.

ORDINANCE NO. 16,518

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT IN THE AMOUNT OF FIFTY-NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($59,600.00) TO ORIGAMI RISK, LLC FOR THE SOLE-SOURCE PURCHASE OF RISK MANAGEMENT INFORMATION SYSTEM SOFTWARE AND SERVICES, YEAR TWO OF A THREE-YEAR AGREEMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider a resolution to approve the assignment of Private Activity Bond authority by Southeast Texas Housing Finance Corporation to the Texas Department of Housing and Community Affairs.

RESOLUTION NO. 3109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE ASSIGNMENT OF PRIVATE ACTIVITY BOND AUTHORITY BY THE SOUTHEAST TEXAS HOUSING FINANCE CORPORATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance authorizing the Extension of the Agreement for Emergency Protection Services with Cedar Port Navigation and Improvement District for a one-year term expiring June 30, 2027.

Mayor Charles Johnson announced this item will be pushed to a future meeting date.

d. Consider an ordinance authorizing payment to Metro Fire Apparatus Specialists, Inc. for the purchase of fire protection equipment and related goods for the Fire Department via the Buy Board National Purchasing Co-Operative Agreement, number 798-26.

ORDINANCE NO. 16,519

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PURCHASE OF FIRE PROTECTION EQUIPMENT AND RELATED GOODS FROM METRO FIRE APPARATUS SPECIALISTS, INC. THROUGH THE PURCHASING COOPERATIVE BUYBOARD PROGRAM, CONTRACT #798-26 FOR THE FIRE DEPARTMENT, AND AUTHORIZING PAYMENT NOT TO EXCEED EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS ($88,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

e. Consider an ordinance authorizing payment to Metro Fire for Public Safety and Firehouse Supplies and Equipment.

ORDINANCE NO. 16,520

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RATIFYING THE PURCHASE OF FIRE PROTECTION GEARS AND RELATED GOODS FROM METRO FIRE APPARATUS SPECIALISTS, INC. THROUGH THE PURCHASING COOPERATIVE BUYBOARD PROGRAM, CONTRACT #798-26 FOR THE FIRE DEPARTMENT, AND AUTHORIZING PAYMENT NOT TO EXCEED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS ($65,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

f. Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Ameriport Building 1, LLC.

ORDINANCE NO. 16,521

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE

MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INDUSTRIAL DISTRICT AGREEMENT WITH AMERIPORT BUILDING 1, LLC.; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

g. Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Ameriport Building 7, LLC.

ORDINANCE NO. 16,522

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INDUSTRIAL DISTRICT AGREEMENT WITH AMERIPORT BUILDING 7, LLC.; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

h. Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Ameriport Building 8, LLC.

ORDINANCE NO. 16,523

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INDUSTRIAL DISTRICT AGREEMENT WITH AMERIPORT BUILDING 8, LLC.; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

i. Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Ameriport Building 11, LLC.

ORDINANCE NO. 16,524

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INDUSTRIAL DISTRICT AGREEMENT WITH AMERIPORT BUILDING 11, LLC.; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

j. Consider a resolution authorizing the submission of a Texas Water Development Board Water Supply and Infrastructure Grant (WSIG) application for the Transite Pipe Water Line Replacement Program – Bayway Project.

RESOLUTION NO. 3110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS APPROVING THE SUBMISSION OF AN APPLICATION FOR FINANCIAL ASSISTANCE TO THE TEXAS WATER DEVELOPMENT BOARD UNDER THE WATER SUPPLY AND INFRASTRUCTURE GRANT (WSIG) PROGRAM FOR THE TRANSITE PIPE WATER LINE REPLACEMENT PROGRAM—BAYWAY PROJECT; AND MATTERS RELATED THERETO.

10. MANAGER'S REPORT

- Fire Department
  - Firefighter Don'Dreon St. Julien recently completed his Associate's degree in fire science from Houston City College. Congratulations on this accomplishment and keep up the good work!
  - Firefighters Claudio Rojas and Jason Cochran were recognized by one of the charge nurses at the Houston Methodist Emergency Department for their above-and-beyond efforts in assisting with multiple critical patients while hospital staff was shorthanded. Great work by Firefighter Rojas and Firefighter Cochran, we appreciate all you do.
- Parks, Recreation Services
  - Nature & Tourism team is launching new bird-friendly initiatives as part of the Parks and Trails Open Space Master Plan. These efforts focus on protecting habitats, expanding education, and engaging the community to strengthen conservation across the city. By investing in these initiatives, Baytown is supporting wildlife while strengthening the connection between people, place, and the natural environment that defines our community.
  - Lastly, I want to give a special thank you to our Parks, Recreation & Tourism Department, as well as all City departments that helped make the Fourth of July celebration a success. I would also like to recognize the following team members: Jason Calder, James Moss, JD Giles, Dallas Bish, Blanca Rubio, Jose Barbosa, Mark Guzman, and David Alamia. Their work is often behind the scenes but absolutely critical to an event like this. With America's 250th anniversary, thousands of residents and visitors enjoyed a celebration featured throughout the Houston region and promoted as one of the area's premier Fourth of July events. It was wonderful to see our community come together to celebrate.

Council Member James Franco, expressed appreciation to the City Manager and City Attorney for their commitment to provide as much information to the residents of Baytown.

11. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member Mike Lester regarding projects, programs and events in District No. 6.

Council Member Mike Lester reported the current projects, programs and events of District 6:

District 6 continues to see new business developments, with the following locations in progress.

- Planning & Development Services
  - Cemex Construction Materials – 1200 sq. ft. shop addition (4008 N SH 146)
  - Goose Creek Consolidated Independent School District (GCCISD) Cedar Bayou Junior High – remodel project (2610 E Elvinta St.)
- Parks, Recreation, and Tourism
  - The Baytown Youth Judo & Jiu-Jitsu classes began this month at the Roseland Clubhouse in District 6. The program was introduced to the community during the City's Fourth of July Festival, where instructors and students demonstrated techniques and answered questions.
  - Volunteers from the Girl Scouts will help clean up Roseland Park on July 11th as part of Baytown's ongoing efforts to keep parks clean and welcoming.
  - ExxonMobil engineering interns partnered with the City to assemble monofilament fishing line collection bins, which will be installed at several parks, including Roseland Park. These bins provide a safe way to dispose of used fishing line and help protect local wildlife and waterways.
- Public Works and Engineering
  - Pipe flushing operations were performed along Pecan Drive to ensure pipes are clear for stormwater flow.
  - East District Wastewater Treatment Plant – Phase 1 has reached substantial completion. Phase 2 construction remains on schedule and continues to advance through major milestones.
  - James Street Lift Station notice to proceed for construction will be issued this month, after which mobilization and construction activities will commence.

Mayor Charles Johnson shared the latest news and events regarding the Sterling Library.

12. ADJOURN

With there being no further business to discuss, Mayor/President Charles Johnson adjourned the July 09, 2026, Municipal Development District and City Council Regular Joint Meeting at 9:10 P.M.

_____

Angela Jackson, City Clerk/Assistant Secretary
City of Baytown

DRAFT

MINUTES OF THE WORK SESSION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN

July 09, 2026

The City Council of the City of Baytown, Texas, met in a Work Session on Thursday, July 09, 2026, at 5:30 P.M. in the Council Chamber of Baytown City Hall, 2401 Market Street, Baytown, Texas, with the following in attendance:

Laura Alvarado	Mayor Pro Tem
Sarah Graham	Council Member
Kenrick Griffith	Council Member
James Franco	Council Member
Mike Lester	Council Member
Charles Johnson	Mayor
Jason Reynolds	City Manager
Kristin Holmes	Assistant City Attorney
Angela Jackson	City Clerk
John Stringer	Sergeant at Arms

Mayor Charles Johnson convened the July 09, 2026 City Council Work Session with a quorum present at 5:34 P.M. All members were present with the exception of Council Member Jacob Powell who was absent.

1. CITIZEN COMMENTS

Mayor Charles Johnson announced no citizens signed up to speak.

2. DISCUSSIONS

a. Receive a presentation regarding apartment related complaints and city's legal authority.

Assistant City Manager Jamie Pruitt provided a presentation regarding apartment related complaints. (Exhibit A)

City Attorney Scott Lemond informed the Mayor and Council Members of the legal policies presented to the City involving tenant, landlord discrepancies.

Director of Planning and Development Services Martin Scribner, explained the process for addressing complaints and initiation of the citation process.

Interim Director of Health Shawn Cochran provided the role of health when addressing their authority with local apartment complexes.

Lieutenant Rene Hinojosa, shared the expectations from the partnerships with local apartment discrepancies and shared an upcoming event they will hold for the community on August 10th.

The Mayor and Council Members provided their recommendations regarding resources accessible to the residents and staff.

Director of Planning Development Services Martin Scribner clarified the steps for issuing citations and how the process proceeds in ownership and management changes.

Interim Director of Health Shawn Cochran, expressed to Council the relationship for addressing complaints and where code enforcement is put in place.

3. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the July 09, 2026, City Council Work Session at 6:16 P.M.

_____
Angela Jackson, City Clerk
City of Baytown

CITY COUNCIL MEETING 3. a.

Meeting Date: 08/13/2026

Subject: Consider an ordinance approving the Baytown Area Water Authority FY 2026-27 Proposed Budget.

Prepared for: Teresa McKenzie, Finance **Prepared by:** Nate Fisher, Finance

Department: Finance

Information

ITEM

Consider an ordinance approving the Baytown Area Water Authority Fiscal Year 2026-2027 Proposed Budget.

PREFACE

This proposed ordinance approves the Baytown Area Water Authority ("BAWA") Fiscal Year 2026-27 Proposed Budget. As set forth in state law, the City Council must approve or reject the budget adopted by the BAWA Board at least 30 days before the beginning of the fiscal year. The City Council may not amend the budget as presented by the BAWA Board.

Fiscal Impact

Fiscal Year: 2027

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

Attachments

Approving 2026-2027 Budget.BAWA.

Exhibit A - FY27 BAWA Budget

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE BUDGET FOR THE BAYTOWN AREA WATER AUTHORITY (BAWA) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the Board of Directors of the Baytown Area Water Authority ("BAWA") has adopted a budget for BAWA for the fiscal year beginning October 1, 2026, and ending September 30, 2027; and

WHEREAS, the General Manager of BAWA has submitted said budget to the City Council of the City of Baytown for approval; and

WHEREAS, after full and final consideration, it is the opinion of the City Council of the City of Baytown that the budget should be approved; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby approves the budget of the Baytown Area Water Authority for the fiscal year beginning October 1, 2026, and ending September 30, 2027. A copy of the above-referenced budget for BAWA is attached hereto, marked Exhibit "A," and made a part hereof for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 13th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

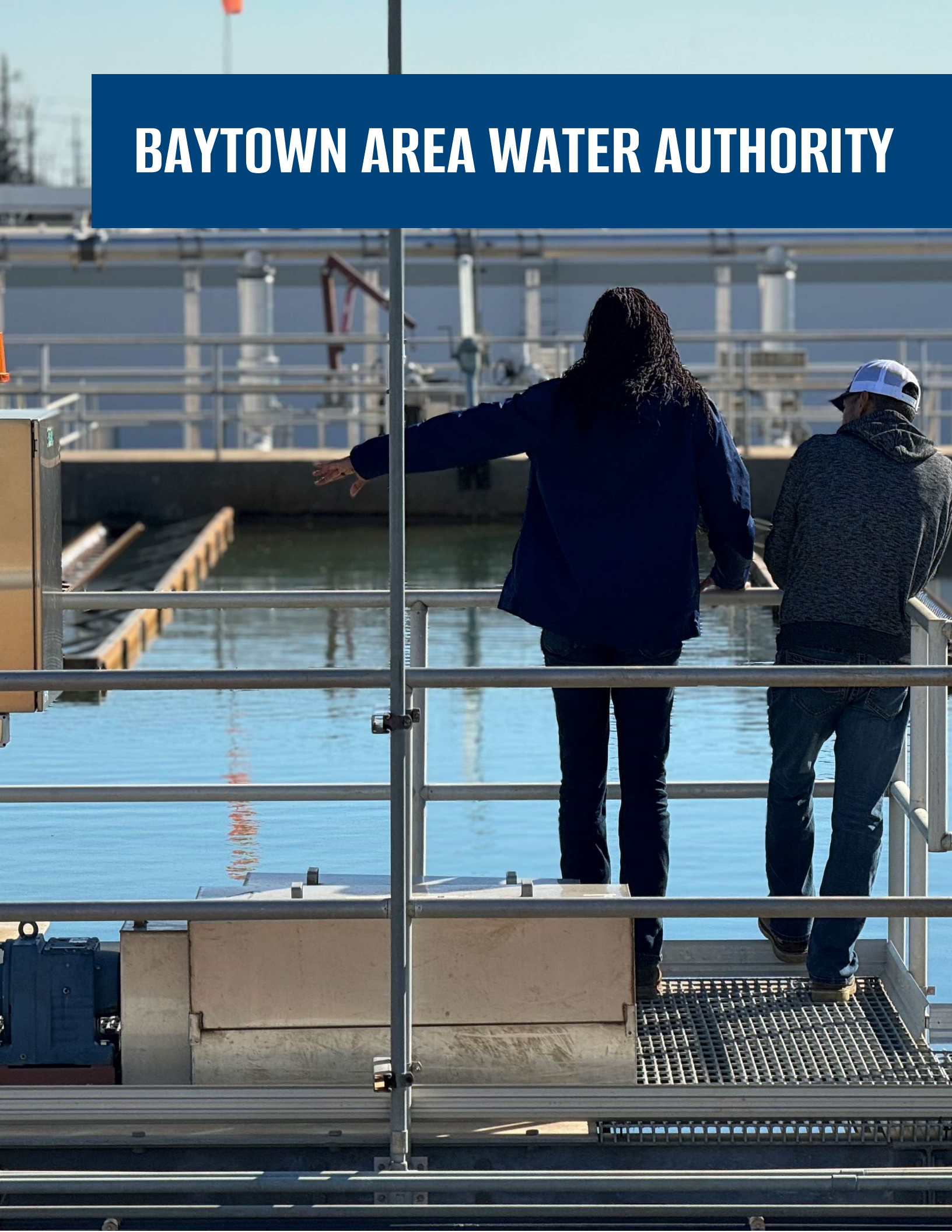
ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

BAYTOWN AREA WATER AUTHORITY



COMPONENT UNITS

Baytown Area Water Authority

Overview

Objective

The Baytown Area Water Authority (BAWA) presides over the City's wholesale supplier of water utilities and its facilities, equipment and supplies.

Duties

Discuss all matters pertaining to the business of the Authority, including the vetting of work, purchase of existing facilities, and matters relating to the construction work.

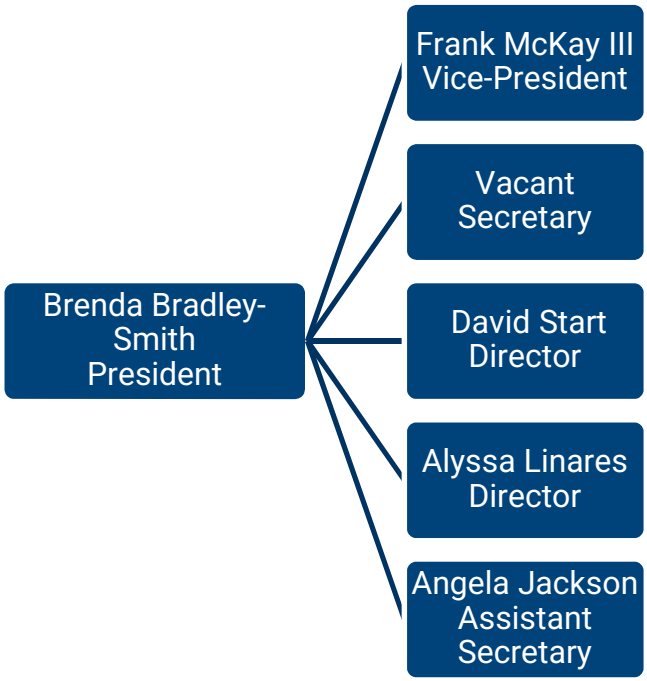
Our Mission Continues

Over the years, we have dedicated ourselves to producing drinking water that meets all state and federal standards. We continually strive to adopt new methods for delivering the best-quality drinking water to you. As new challenges to drinking water safety emerge, we remain vigilant in meeting the goals of source water protection, water conservation, and community education while continuing to serve the needs of all our water users.

Budget Executive Summary

This fund accounts for the operations of the Baytown Area Water Authority (BAWA). BAWA is a water authority created by the Texas Legislature to supply water for the City of Baytown (City) and surrounding communities. BAWA services a total of eight customers with the City as the largest customer, generating approximately 90% of BAWA’s annual sales. BAWA is a separate legal entity; however, it is considered a component unit of the City. Since it began operating, BAWA has not experienced shortages of its raw water supply to the plant or interruptions of service to its customers.

BAWA Board of Directors



BUDGET EXECUTIVE SUMMARY

Revenues

For FY2026-2027, the revenue projections for water sales and investment earnings have been developed based on updated consumption trends, adopted rate adjustments, and current market conditions. Total revenues for the Baytown Area Water Authority (BAWA) Operating Fund are projected at approximately $24.21 million.

Water Sales – Baytown

Projected revenue for Baytown water sales is $21,904,299 for FY2026-2027. This estimate reflects a 6.7% rate increase, raising the water rate from $4.19 to $4.47 per 1,000 gallons in accordance with the adopted BAWA rate policy. Consumption projections are based on estimated demand of approximately 5.23 billion gallons for FY2027.

Water Sales – Other Customers

Revenue from outside customers is projected at $1,920,907 for FY2026-2027. This projection incorporates a 6.7% rate increase, raising the wholesale water rate from $4.39 to $4.68 per 1,000 gallons. Consumption estimates are based on projected demand of approximately 486 million gallons for FY2027.

Investment Interest

Investment earnings are budgeted at $385,000 for FY2026-2027. This projection is based on anticipated investment balances and continued stable interest rate conditions. The increase over prior years reflects sustained earnings performance and the expectation of continued favorable market conditions throughout the fiscal year.

Expenses & Working Capital

Operating Expenses:

Total operating expenditures for FY2027 are budgeted at approximately $14.21 million, compared to the FY2026 adopted budget of $14.04 million.

Non-Operating Expenses:

Non-operating expenditures for FY2027 include major transfers and capital investments necessary to support long-term infrastructure improvements and debt obligations.

- Capital Outlays – Budgeted at $580K for machinery and equipment.
- Transfers Out – Debt Service: Budgeted at $5.37 million, reflecting annual principal and interest requirements for outstanding BAWA revenue bonds.
- Transfers Out – SWIFT Loan: Budgeted at $4.18 million related to the Texas Water Development Board (TWDB) SWIFT Program financing for major infrastructure improvements.
- Transfers Out – Capital Improvement Program: Budgeted at $5.21 million to support ongoing and planned capital projects.
- Transfers Out – General Fund: Budgeted at $350,000, consistent with prior years to support administrative costs.

Total expenditures for FY2027 are budgeted at approximately $29.91 million

Working Capital Ending: The FY2027 budget projects an ending working capital balance of approximately $3.85 million in the Operating Fund.

Days of Operating Expenses: BAWA is projected to maintain approximately 99 days of operating reserves in FY2027

BAYTOWN AREA WATER AUTHORITY FUND 3500
BUDGET SUMMARY BY FUND

	Actual 2024-25	Budget 2025-26	Estimated 2025-26	Budget 2026-27
Revenues				
Sale of Water - Baytown	$19,472,129	$20,344,606	$20,528,865	$21,904,299
Sale of Water - Other	1,611,520	1,729,730	1,803,246	1,920,907
Interest Revenue	362,875	372,915	367,385	385,000
Federal Contribution	126,106			
Total Revenues	21,572,631	22,447,251	22,699,495	24,210,206
Expenditures				
Personnel Services	2,030,741	2,349,762	2,235,171	2,272,663
Supplies	8,566,315	10,041,291	10,041,291	10,321,331
Maintenance	565,278	394,656	394,656	452,750
Services	1,145,458	1,256,894	1,256,894	1,167,568
Sundry	-	-	-	-
Total Operating	12,307,791	14,042,603	13,928,012	14,214,312
Non-Operating Expenditures				
Capital Outlay		60,000	60,000	580,000
Transfers Out - Debt Service	5,459,482	5,450,587	5,450,587	5,365,969
Transfer Out - SWIFT Loan	-	1,274,439	1,274,439	4,183,844
Transfers Out - Capital Improvement	4,368,290	2,044,000	2,044,000	5,211,494
Transfers Out - General Fund	350,000	350,000	350,000	350,000
Contingency	-	-	-	-
Total Expenditures	22,485,564	23,221,629	23,107,038	29,905,618
Excess (Deficit) Revenues Over Expenditures	(912,933)	(774,379)	(407,543)	(5,695,413)
GAAP to budget basis adjustment	-	-	-	-
Working Capital - Beginning	10,866,358	9,953,425	9,953,425	9,545,882
Working Capital - Ending	$ 9,953,425	$ 9,179,046	$ 9,545,882	$ 3,850,469
Days of Operating Expenditures	295	239	250	99

BAWA Capital Improvement Program

BAWA Capital Improvement Projects Fund
The Capital Improvement Program (CIP) for BAWA is funded through the issuance of revenue bonds, grants, and revenue from operations.

FY2026–2027 New Project Requests:

- **BAWA2604- PFAS Regulatory Treatment** $550,000 - Rehabilitation of BAWA SWP Ground Storage Tanks is required based on age and wear and tear revealed by inspection. The GSTs are 4.5 MG in size. Combined project BAWA2104 to replace the existing valves on the ground storage tanks and add actuators
- **BAWA2302 - Ground Storage Tank Rehabilitation** $804,000 - This project will look to add additional treatment techniques at the BAWA Fritz Lanham WTP in response to the newly established perfluoroalkyl and polyfluoroalkyl-substances (PFAS) regulations. EPA finalized a National Primary Drinking Water Regulation (NPDWR) that establishes legally enforceable levels for six perfluoroalkyl and polyfluoroalkyl substances (PFAS) in drinking water. Public water systems have five years (by 2029) to implement solutions that reduce these PFAS in drinking water levels who exceed these MCLs. Currently Baytown has 2 contaminants above the newly established standards. This project is designed to comply with updated EPA standards.
- **BAWA2602 Main MCC3**: $1,330,000 - MCC3 Electrical Upgrade
- **BAWA2603 Sedimentation Basin Improvements** $3,315,000 - Project includes structural repairs to sedimentation basins, replacement of chain and flight sludge collector mechanisms, instrumentation and appurtenances.
- **BAWA2605 Chemical Feed System** $350,000 - Project includes structural repairs to the chemical feed building, replacement of one chlorine exhaust fan, and replacement of the North Ferric Tanks.

No new capital expenditures are planned for the following projects in FY2026–2027, as funding and/or construction costs were previously appropriated. The proposed budget includes the estimated carryforward amounts for these projects:

- **BAWA2103 Raw Water Rehabilitation** -This project would replace the existing BAWA Forebay liner, raw water pumps and motors with variable frequency drive (VFD) pumps/motors at the Fritz Lanham Surface Water Plant.
- **BAWA2301 Backwash and Decant Pump Replacement -** This project will replace the existing decant and backwash pumps and motors to increase reliability and control of surface water sludge processes.
- **BAWA2401 East Plant II Expansion** - Construction and design of a six (6) million gallons per day (MGD) expansion of the existing surface water treatment plant south of Interstate Highway (IH)10 and west of SH 99 along the Coastal Water Authority (CWA) Barbers Hill Canal.
- **BAWA2402 Administration Building** - Perform a minor remodel of office space updating the finishes, and replace the HVAC system, replace the roof, plumbing upgrades, and electrical upgrades.
- **BAWA2502 Condition Assessment -**
- Condition Assessment Report determines the remaining useful life of various capital assets, and helps program future projects.
- **BAWA2606-Alt Water** $300,000

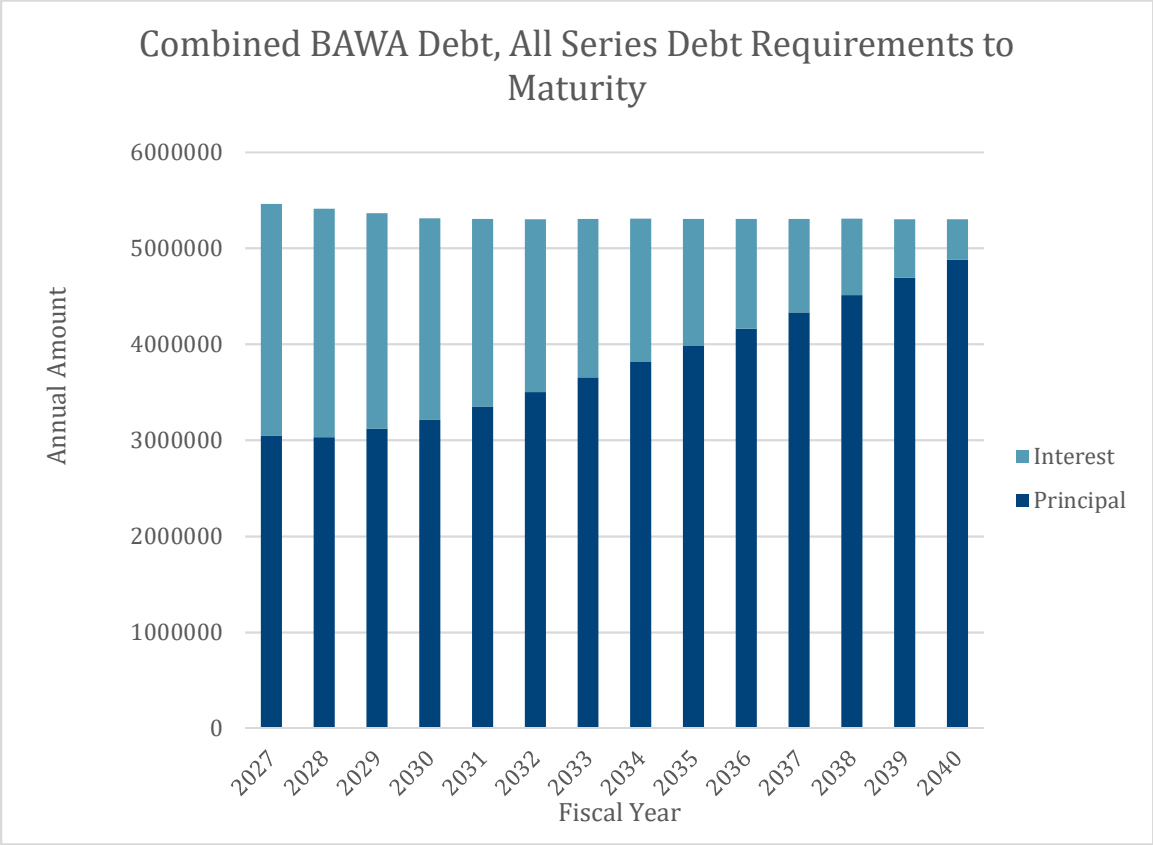
BAWA - CAPITAL IMPROVEMENT PROGRAM FUND 3510
BUDGET SUMMARY BY FUND

	Actual 2024-25	Budget 2025-26	Estimated 2025-26	Budget 2026-27
Revenues				
Transfer In - Operating	$4,368,290	$2,044,000	$2,044,000	$5,211,494
Interest Revenue	88,580	80,000	95,308	80,000
Total Revenues	4,456,870	2,124,000	2,139,308	5,291,494
Expenditures				
BAWA2103- Raw Water Rehabilitation	35,611	198,017	121,548	76,469
BAWA2301- Backwash and Decant Pump Replacement	141,104	4,958,896	237,932	4,720,964
BAWA2401- East Plant II Expansion		1,302,500	353,579	948,922
BAWA2402- Administration Building	236,455	307,026	125,855	181,171
BAWA2502- Condition Assessment	191,285	119,633	16,633	-
BAWA2602- BAWA Main MCC3		225,000	225,000	1,330,000
BAWA2603- Sedimentation Basin Imp.		465,000	-	3,315,000
BAWA2604- PFAS Regulatory Treatment				550,000
BAWA2605- Chemical Feed System		54,000	54,000	350,000
BAWA2302 - Ground Storage Tank Rehabilitation				804,000
BAWA2606 - Alt. Water			300,000	-
Total Expenditures	604,455	7,630,072	1,434,547	12,276,525
Excess (Deficit) Revenues Over Expenditures	3,852,415	(5,506,072)	704,761	(6,985,031)
Working Capital - Beginning	2,427,855	6,280,270	6,280,270	6,985,031
Working Capital - Ending	$6,280,270	$ 774,198	$6,985,031	$ -

BAWA Debt Service

For the year ending September 30, 2027

Debt service expenditures for FY2026-2027 are budgeted at approximately $9.55 million, which includes $5.36 million for existing BAWA Revenue Bond obligations and $4.18 million associated with the Texas Water Development Board (TWDB) SWIFT Program financing. These payments support the Authority's long-term infrastructure investments and continued system improvements while maintaining compliance with bond covenants and financing requirements. The FY2027 debt service budget reflects scheduled principal and interest payments for all outstanding bond series and the newly issued SWIFT financing for major capital improvement projects.



BAYTOWN AREA WATER AUTHORITY REVENUE BONDS
LONG TERM DEBT AMORTIZATION SCHEDULES

Revenue Bonds	Amount of Issue	Principal Outstanding Oct. 1, 2026	Principal & Interest Requirements for 2026-27			Principal Outstanding Sept. 30, 2027
			Principal	Interest	Total	
Series 2012	8,315,000	2,190,000	335,000	73,169	408,169	1,855,000
Series 2018	22,040,000	17,700,000	1,000,000	789,650	1,789,650	16,700,000
Series 2019	17,315,000	12,565,000	785,000	401,450	1,186,450	11,780,000
Series 2024	21,525,000	19,570,000	1,000,000	978,500	1,978,500	18,570,000
		$52,025,000	$ 3,120,000	$ 2,242,769	$ 5,362,769	$48,905,000

Combined BAWA Debt, All Series
Debt Requirements to Maturity

Fiscal Year	Principal 5/01	Total Interest	Total Requirement
2027	3,120,000	2,242,769	5,362,769
2028	3,210,000	2,100,900	5,310,900
2029	3,350,000	1,954,588	5,304,588
2030	3,500,000	1,801,888	5,301,888
2031	3,655,000	1,650,500	5,305,500
2032	3,815,000	1,491,725	5,306,725
2033	3,980,000	1,325,600	5,305,600
2034	4,160,000	1,145,900	5,305,900
2035	4,330,000	975,400	5,305,400
2036	4,510,000	797,700	5,307,700
2037	4,690,000	612,350	5,302,350
2038	4,880,000	419,350	5,299,350
2039	2,945,000	218,250	3,163,250
2040	1,880,000	94,000	1,974,000
Total	**$52,025,000**	**$16,830,919**	**$68,855,919**

City of Baytown

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: BAYTOWN AREA WATER AUTHORITY		VENDOR	QUANTITY	UNIT COST	2027 Department Requests
0000 UNDEFINED DEPARTMENT					
3500 41304 WTRSALSCOB					-21,904,298.67 *
	REVENUE PROJECTION FROM LONG-TERM ANALYSIS		1.00	21,904,298.67	-21,904,298.67
3500 41305 WTROTHR					-1,920,907.01 *
	REVENUE PROJECTION FROM LONG-TERM ANALYSIS		1.00	1,920,907.01	-1,920,907.01
3500 47005 INVESTINT					-385,000.00 *
	REVENUE PROJECTION FROM LONG-TERM ANALYSIS		1.00	385,000.00	-385,000.00
TOTAL BAYTOWN AREA WATER AUTHORITY					-24,210,205.68
TOTAL UNDEFINED DEPARTMENT					-24,210,205.68

City of Baytown

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: BAYTOWN AREA WATER AUTHORITY	VENDOR	QUANTITY	UNIT COST	2027 Department Requests
7030 BAYTOWN AREA WATER AUTHORITY				
35007030 51005 PERSNLBAWA				2,272,663.00 *
CONTRACT PERSONNEL - BAWA		1.00	2,272,663.00	2,272,663.00
35007030 52002 OFFICESUPP				6,500.00 *
OFFICE SUPPLIES		1.00	.00	.00
Office Supplies BAWA Main General Office Supplies, Paper, Printer Supplies		1.00	3,250.00	3,250.00
Office Supplies BAWA East General Office Supplies, Paper, Printer Supplies		1.00	3,250.00	3,250.00
35007030 52003 POSTAGE				650.00 *
POSTAGE SUPPLIES Postage, Certified Mail, UPS, Bid Packets, Mailing MOR, TCEQ Reports, CCR Postage increase		1.00	650.00	650.00
35007030 52004 MOTORVEH				15,000.00 *
MOTOR VEHICLE SUPPLIES		1.00	.00	.00
Motor Vehicle Supplies BAWA Main. Gear Oil, Accessories, Fluids, Diesel		1.00	7,500.00	7,500.00
Motor Vehicle Supplies BAWA East. Gear Oil, Accessories, Fluids, Diesel		1.00	7,500.00	7,500.00
35007030 52005 MINORTOOLS				10,000.00 *
MINOR TOOL & EQUIP SUPPLIES		1.00	.00	.00
Minor Tools and Equipment Supplies BAWA Main. Hand tools for maintenance and I&E. 6,000		1.00	5,000.00	5,000.00
Minor Tools and Equipment Supplies BAWA East. Hand tools for maintenance and I&E. 6,000		1.00	5,000.00	5,000.00
35007030 52006 CLEANJANIT				5,000.00 *
BAWA Main Cleaning and Janitorial Supplies. Cleaning Supplies, Toilet Paper, ETC.		1.00	2,500.00	2,500.00
BAWA East Cleaning and Janitorial Supplies. Cleaning Supplies, Toilet Paper, ETC.		1.00	2,500.00	2,500.00

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: BAYTOWN AREA WATER AUTHORITY		VENDOR	QUANTITY	UNIT COST	2027 Department Requests
35007030 52009 WEARING					11,000.00 *
	WEARING APPAREL Uniforms $500 per employee X 22 Decrease for 1 time PWE Rain Jackets.		1.00	11,000.00	11,000.00
35007030 52012 FUELGENRAT					70,000.00 *
	FUEL FOR GENERATORS BAWA Main and BAWA East. Price increase for fuel		1.00	70,000.00	70,000.00
35007030 52015 EDUCSUPPL					2,000.00 *
	EDUCATIONAL SUPPLIES-Main and East US Water News, TX Registrar, AWWA Standards, Educational Literature for Customers.		1.00	2,000.00	2,000.00
35007030 52022 MEDICAL					2,750.00 *
	MEDICAL SUPPLIES		1.00	.00	.00
	BAWA Main Medical Supplies First Aid, Medical Supplies		1.00	1,375.00	1,375.00
	BAWA East Medical Supplies First Aid, Medical Supplies		1.00	1,375.00	1,375.00
35007030 52030 CHEMICAL					2,636,430.56 *
	Sodium Hypochlorite chemical supplies BAWA East. Budget amount will be increased due to chemical cost and/or quantity increases. 746,550 Lb. @ 0.20 -$149,310.00 5% Chemical Cost Increase-$156,775.50		1.00	156,775.50	156,775.50
	Soduim Hydroxide chemical supplies-BAWA Main and BAWA East. Budget amount will be increased due to chemical cost and/or quantity increases. BAWA Main-50%-1,242,800 Lb. @0.1938-$240,854,.64 5% Chemical Cost Increase$252,897.37 BAWA East-50% Tote- 34 Totes @ $901.00/tote- $30,634.00, 5%Chemical Cost Increase -$32,165.70 BAWA East-25% Tote- 8 Totes @ $958.42/tote $7,667.36 -5% Chemical Cost Increase - $8,050.73 Total 5% Chemical Cost Increase- $287,672.7		1.00	293,113.80	293,113.80
	Ferric Chloride chemical supplies for BAWA Main and BAWA East. Budget amount will be increased due to chemical cost and/or quantity increases. 2,283,340 Lb. @ 0.64/Lb.- $584,535.04 913,336 LB@0.64/LB =$584,535.04		1.00	613,761.79	613,761.79

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: BAYTOWN AREA WATER AUTHORITY		VENDOR	QUANTITY	UNIT COST	2027 Department Requests
	5% Chemical Cost Increase-$613,761.79				
	Hydroflurosilicic Acid chemical supplies for BAWA Main and BAWA East. Budget amount will be increased due to chemical cost and/or quantity increases. BAWA East-11 Totes @ $1,517.17/ tote- $16,688.87 5% Chemical Cost Increase- $17,523.31 BAWA Main-138,264 Lb. @ 0.45/ Lb.- $62, 218.80 5% Chemical Cost Increase @0.4725- $65, 329.74 Total 5% Chemical Cost Increase -$82, 853.05		1.00	82,853.05	82,853.05
	Zinc Polyphosphate chemical supplies for BAWA Main and BAWA East. Budget amount will be increased due to chemical cost and/or quantity increases. BAWA Main- 180,000 Lb. @ $1.61/Lb.- $289,800.00, Trending Chemical Cost Increase-$309,600.00 @ 0.10/year BAWA East- 10 Totes @ $6,417.17/tote- $64,171.70, 10% Chemical Cost Increase - $70,588.87 Total 5% Chemical Cost Increase $380, 188.87		1.00	380,188.87	380,188.87
	Chlorine chemical supplies for BAWA Main. Budget item will be increased due to chemical cost and/or quantity increases. Projected amount is based from a 5% increase for anticipated chemical cost increases. 200 Containers @ $2,193/container- $438, 600 5% Chemical Cost Increase - $460,530		1.00	460,530.00	460,530.00
	Liquid Ammonia Sulfate for BAWA East and BAWA Main. Budget item will be increased due to chemical cost and/or quantity increases. 883,700 Lb. at 0.165/Lb. $145,810.50 10% Chemical Cost Increase per vendor 0. 182 /LB @ 883,700LB = $160,833.40		1.00	160,833.40	160,833.40
	CHEMICAL SUPPLIES		1.00	.00	.00
	Polymer chemical supplies BAWA East and BAWA Main. Budget amount will be increased due to chemical cost and/or quantity increases. BAWA Main-547,420 Lb. @ 0.65 per Lb.- $355,823.00, $373,614.15- 5% Chemical Cost Increase BAWA East-66 Totes @ $1,656 per tote- $109,296.00		1.00	488,374.15	488,374.15

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: BAYTOWN AREA WATER AUTHORITY		VENDOR	QUANTITY	UNIT COST	2027 Department Requests
	$114,760.00 5% Chemical Cost Increase Total 5% Chemical Cost Increase-$488, 374.15				
35007030 52031 UNTREATWTR					7,500,000.00 *
	UNTREATED WATER SUPPLIES. Budget amount will be increased due to the City of Houston utilizing BAWA Totalizer data instead of estimates, future water rate increase and anticipated increase in water demand. Average Monthly Bill Amount=$ $538,293. 48 (4 month average) Estimated Annual Expenditure=$6,459,521. 73 Due to future water rate increase and an anticipated increase in water demand budget amount increased to 7,000,000. Increased for 3% system growth		1.00	7,500,000.00	7,500,000.00
35007030 52033 LABSUPPL					62,000.00 *
	LABORATORY SUPPLIES		1.00	.00	.00
	Laboratory Supplies for BAWA Main. Budget amount will stay the same. Lab Equipment-Glassware, Disposable Labware, PH Meter, ETC.		1.00	35,000.00	35,000.00
	Laboratory Supplies for BAWA East Budget amount will stay the same. Lab Equipment-Glassware, Disposable Labware, PH Meter, ETC.		1.00	27,000.00	27,000.00
35007030 53002 BLDMAINT					25,000.00 *
	BUILDING MAINTENANCE		1.00	.00	.00
	BAWA Main Building Maintenance. Budget amount will remain the same. Repairs, Paint, Light Bulbs, Batteries, Ceiling Tiles, BLDG. Exterminating Increase due to building maintenance cost $2500.00		1.00	14,000.00	14,000.00
	BAWA East Building Maintenance. Budget amount will remain the same. Repairs, Paint, Light Bulbs, Batteries, Ceiling Tiles, BLDG. Exterminating Increase due to building maintenance cost. $2,500.00		1.00	11,000.00	11,000.00

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: BAYTOWN AREA WATER AUTHORITY		VENDOR	QUANTITY	UNIT COST	2027 Department Requests
35007030 53004 FFMAINT					2,750.00 *
	FURNITURE/FIXTURES MAINTENANCE		1.00	.00	.00
	BAWA Main Furniture/Fixture. Budget amount will not be increased. Furniture fixture maintenance and replacement.		1.00	2,000.00	2,000.00
	BAWA East Furniture/Fixture. Budget amount will not be increased. Furniture fixture maintenance and replacement.		1.00	750.00	750.00
35007030 53005 MACH&EQUIP					298,000.00 *
	MACHINERY & EQUIP MAINTENANCE BAWA East and BAWA Main		1.00	.00	.00
	MACHINERY & EQUIP MAINTENANCE BAWA Main and East-Gear Boxes, Sprockets, Chain for Flocculators, Related Equipment Upgraded Sprockets from discontinued ones		1.00	100,000.00	100,000.00
	MACHINERY & EQUIP MAINTENANCE BAWA East and Main-Filter Valve Repairs, Valve Repairs		1.00	45,000.00	45,000.00
	MACHINERY & EQUIP MAINTENANCE BAWA Main and East-Pump/Pump Motor Repairs Outside of Mechanical Services Contract		1.00	45,000.00	45,000.00
	MACHINERY & EQUIP MAINTENANCE BAWA Main and East-Nuts, Bolts, Fasteners, Hardware, Related Equipment		1.00	8,000.00	8,000.00
	MACHINERY & EQUIP MAINTENANCE BAWA Main and East-PVC Pipe, and Fittings, Related Equipment		1.00	20,000.00	20,000.00
	MACHINERY & EQUIP MAINTENANCE BAWA Main and East-Welding Supplies/Breathing Air		1.00	5,000.00	5,000.00
	MACHINERY & EQUIP MAINTENANCE Heating and Cooling System Maintenance for BAWA Main and East.		1.00	75,000.00	75,000.00
35007030 53006 MOTORMAINT					12,000.00 *
	MOTOR VEHICLES MAINTENANCE		1.00	.00	.00
	Motor Vehicles Maintenance for BAWA Main.		1.00	6,000.00	6,000.00
	Motor Vehicles Maintenance for BAWA East		1.00	6,000.00	6,000.00

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: BAYTOWN AREA WATER AUTHORITY	VENDOR	QUANTITY	UNIT COST	2027 Department Requests
35007030 53013 ELECTMAINT				80,000.00 *
ELECTRICAL MAINTENANCE		1.00	.00	.00
Electrical Maintenance BAWA Main. Budget will remain the same. Restock PLC Cards, Electrical Supplies, Fuses, Fittings, Repairs to Electrical Equipment.		1.00	50,000.00	50,000.00
Electrical Maintenance BAWA East. Budget will remain the same. Restock PLC Cards, Electrical Supplies, Fuses, Fittings, Repairs to Electrical Equipment.		1.00	30,000.00	30,000.00
35007030 53031 WTRDISTRMT				35,000.00 *
WATER DISTR SYS MAINTENANCE BAWA Main and East distribution repairs.		1.00	35,000.00	35,000.00
35007030 54001 COMM				2,000.00 *
COMMUNICATION Budget Amount will not change. BAWA Main and East. Dish, Constant Contact, ETC.		1.00	2,000.00	2,000.00
35007030 54002 ELECTRIC				384,000.00 *
ELECTRIC SERVICE BAWA Main and East Electric Service. 32K per month estimate.		1.00	384,000.00	384,000.00
35007030 54006 AUDITS				32,500.00 *
AUDITS		1.00	32,500.00	32,500.00
35007030 54007 PROFSERV				673,030.00 *
Arbitrage Calculations		1.00	5,000.00	5,000.00
NorthStar Mechanical Services Contract-300K Pump and Motor Repair		1.00	300,000.00	300,000.00
Prime Service Contract 35K SCADA Support, Telemetry/Instrumentation Support		1.00	35,000.00	35,000.00
TK Elevator Service Contract-$3,030.00 Elevator Maintenance Service.		1.00	3,030.00	3,030.00
Envirodyne Interlocal Agreement-$23,000 Laboratory Testing and Support.		1.00	23,000.00	23,000.00
Lowes Contract-$5,000.00 Materials, Supplies, Hardware, Equipment		1.00	5,000.00	5,000.00
HACH Services Contract. HACH Lab Equipment Maintenance and Support Services. 14,198.00 is our current quote for contract		1.00	20,000.00	20,000.00
Sludge Lagoon Cleaning Contract		1.00	248,000.00	248,000.00

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: BAYTOWN AREA WATER AUTHORITY		VENDOR	QUANTITY	UNIT COST	2027 Department Requests
	Services				
	Annual/Bi-Annual Lagoon Cleaning				
	Cummins Generator Contract-$20,000.00		1.00	20,000.00	20,000.00
	Generator Maintenance Contract				
	Railroad Crossing Contract		1.00	5,000.00	5,000.00
	SCBA Breathing Air Services. SCBA Rental		1.00	4,000.00	4,000.00
	TCEQ Fees, Water System Fee,		1.00	5,000.00	5,000.00
	Other Contracted Services		1.00	.00	.00
35007030 54008 ADVERTISNG					1,000.00 *
	ADVERTISING		1.00	1,000.00	1,000.00
	Budget amount will not increase				
	BAWA Main and East advertising cost.				
	Legal Ads for projects, Baytown Sun				
	Cost per advertisement $513.00, Other Advertisement Cost				
35007030 54010 JANITORIAL					12,000.00 *
	JANITORIAL SERVICES		1.00	12,000.00	12,000.00
	BAWA Main and East Janitorial Services.				
	J.R. Cleaning Services per year $11,700.00				
35007030 54017 EDUCTRAIN					22,388.00 *
	EDUCATION & TRAINING		1.00	22,388.00	22,388.00
	Both plants BAWA Main and East.				
	Budget will remain the same.				
	License Renew-$1,000.00				
	Water Conferences-$6,000.00				
	Water License Training classes-$10,000.00				
	TRWA Beaumont-$1,388.00				
	Safety Training/Forklift Training-$4,000.00				
35007030 54018 ASSOCDUES					450.00 *
	ASSOCIATION DUES		1.00	450.00	450.00
35007030 54025 EQUIPRENTL					40,000.00 *
	EQUIPMENT RENTAL		1.00	40,000.00	40,000.00
	Budget amount will not increase.				
	BAWA Main and East Equipment Rental Cost.				

City of Baytown

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: BAYTOWN AREA WATER AUTHORITY		VENDOR	QUANTITY	UNIT COST	2027 Department Requests
35007030 54046 BONDS					200.00 *
	BONDS		1.00	200.00	200.00
35007030 56700 MACHEQUIP					580,000.00 *
	Replacement of Chain and Flight on Basin 1 The Chain and Flight sludge collection needs to be rebuilt on Basin #1. The basin is currently lacking functioning mechanical parts to collect sludge for the process of water clarification. This unit is currently out of service and limits the plants production capacity. Supplemental		1.00	550,000.00	550,000.00
	Replacement of existing Brush Hog (mower attachment) for the John Deere tractor which is severely warn. The deck has several holes in it and has reached its useful life span. Inefficient equipment takes a considerable amount of time to perform due to overheating. The unit has limited continuous runtime hours. Supplemental		1.00	30,000.00	30,000.00
35007030 59001 TRTGENFND					350,000.00 *
	TRANSFER TO GENERAL FUND		1.00	350,000.00	350,000.00
35007030 59013 TRTBAWADBT					9,549,812.76 *
	TRANSFER TO BAWA DEBT SERVICE 5,365,969 Debtbook 4,183,844 $69M swift 9,546,613 Total		1.00	5,365,968.76	5,365,968.76
	SWIFT		1.00	4,183,844.00	4,183,844.00
35007030 59016 TRTBAWACIP					5,211,493.94 *
	TRANSFER TO BAWA CIPF FUND		1.00	5,211,493.94	5,211,493.94
TOTAL BAYTOWN AREA WATER AUTHORITY					29,905,618.26
TOTAL BAYTOWN AREA WATER AUTHORITY					29,905,618.26
TOTAL BAYTOWN AREA WATER AUTHORITY					5,695,412.58
	TOTAL REVENUE				-24,210,205.68
	TOTAL EXPENSE				29,905,618.26
	GRAND TOTAL				5,695,412.58

** END OF REPORT - Generated by Lianette Leon **

CITY COUNCIL MEETING 3. b.

Meeting Date: 08/13/2026

Subject: Consider an ordinance approving the Baytown Crime Control and Prevention District Fiscal Year 2026-27 Proposed Budget.

Prepared for: Teresa McKenzie, Finance **Prepared by:** Nate Fisher, Finance

Department: Finance

Information

ITEM

Consider an ordinance approving the Baytown Crime Control and Prevention District Fiscal Year 2026-2027 Proposed Budget.

PREFACE

This proposed ordinance approves the Baytown Crime Control Prevention District ("CCPD") Fiscal Year 2026-27 Proposed Budget. As set forth in state law, the City Council must approve or reject the budget adopted by the CCPD Board at least 30 days before the beginning of the fiscal year. The City Council may not amend the budget as presented by the CCPD Board.

Fiscal Impact

Fiscal Year: 2027

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

Attachments

Adopting 2026-27 Budget.CCPD

Exhibit A - FY27 CCPD Budget

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE FISCAL YEAR 2026-27 BUDGET SUBMITTED BY THE BOARD OF DIRECTORS OF THE BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, in accordance with the alternate budget procedures of the Baytown Crime Control and Prevention District (the "District") and the published notice of the budget hearings, the Board of Directors of the District (the "Board") conducted public hearings to consider the District's proposed annual budget; and

WHEREAS, on the 7th day of July, 2026, after considering the proposed budget together with the testimony and information received at the public hearings, the Board adopted its 2026-27 budget; and

WHEREAS, within ten days of the Board's adoption of its budget, the Board submitted its approved budget to the City Council of the City of Baytown, Texas; and

WHEREAS, the City Council of the City of Baytown, Texas, held a public hearing to consider the budget adopted by the Board and submitted to the City Council in accordance with the published hearing notice; and

WHEREAS, the City Council of the City of Baytown, after considering the submitted budget together with the testimony and information received at the public hearing, believes that the budget approved by the Board is consistent with the interest of the residents of the District; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That all matters and facts set forth in the recitals hereinabove are found to be true and are approved by the City Council of the City of Baytown, Texas.

Section 2: That the City Council of the City of Baytown, Texas, hereby approves the budget submitted by the Board of the Baytown Crime Control and Prevention District, which budget is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes for the District's 2026-27 fiscal year.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 13th day of August, 2026.

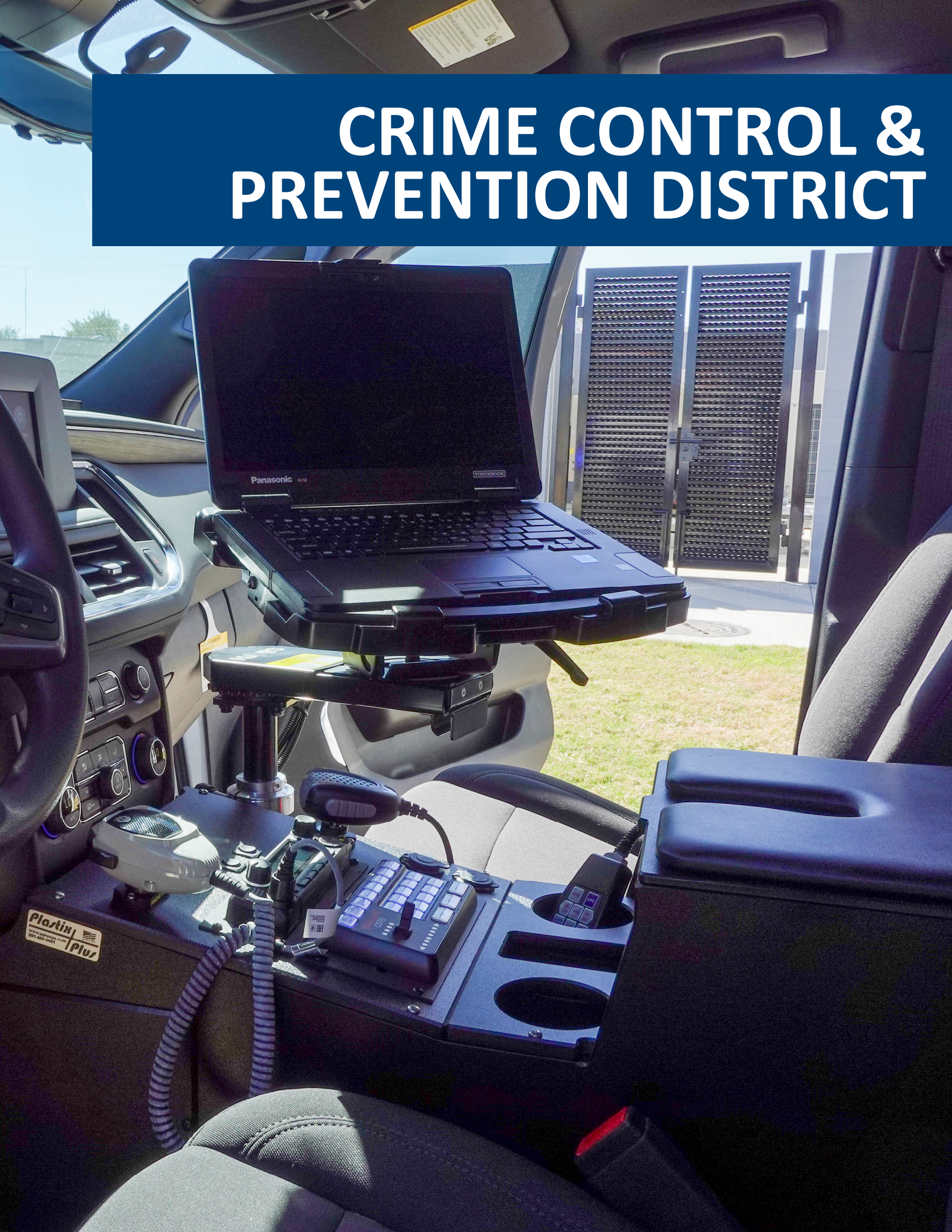
_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney



CRIME CONTROL & PREVENTION DISTRICT

Crime Control & Prevention District (CCPD)

Overview

On November 4, 2025 the citizens voted to continue the Baytown Crime Control and Prevention District dedicated to crime reduction programs and the adoption of an adopted local sales and use tax at a rate of one-eighth of one percent (1/8%).

Board of Directors

- Nicholas Rice, President District 4 At Large
- Charles E. Murrell, Vice President District 3 At-Large
- Lloyd J. Herrera, Director Mayor At Large
- Loretta White, Director District 1 At-Large
- Rikki Wheeler, Director District 2 At-Large
- David Start, Jr, Director District 5 At-Large
- Vacant, Director District 6 At-Large
- City Clerk, Secretary Non-Member/City Staff

Objective

The Crime Control and Prevention board maintains and implements new initiatives to continue the reduction in the crime rate and enhancing public safety without a substantial increase in the ad valorem tax rate.

Duties

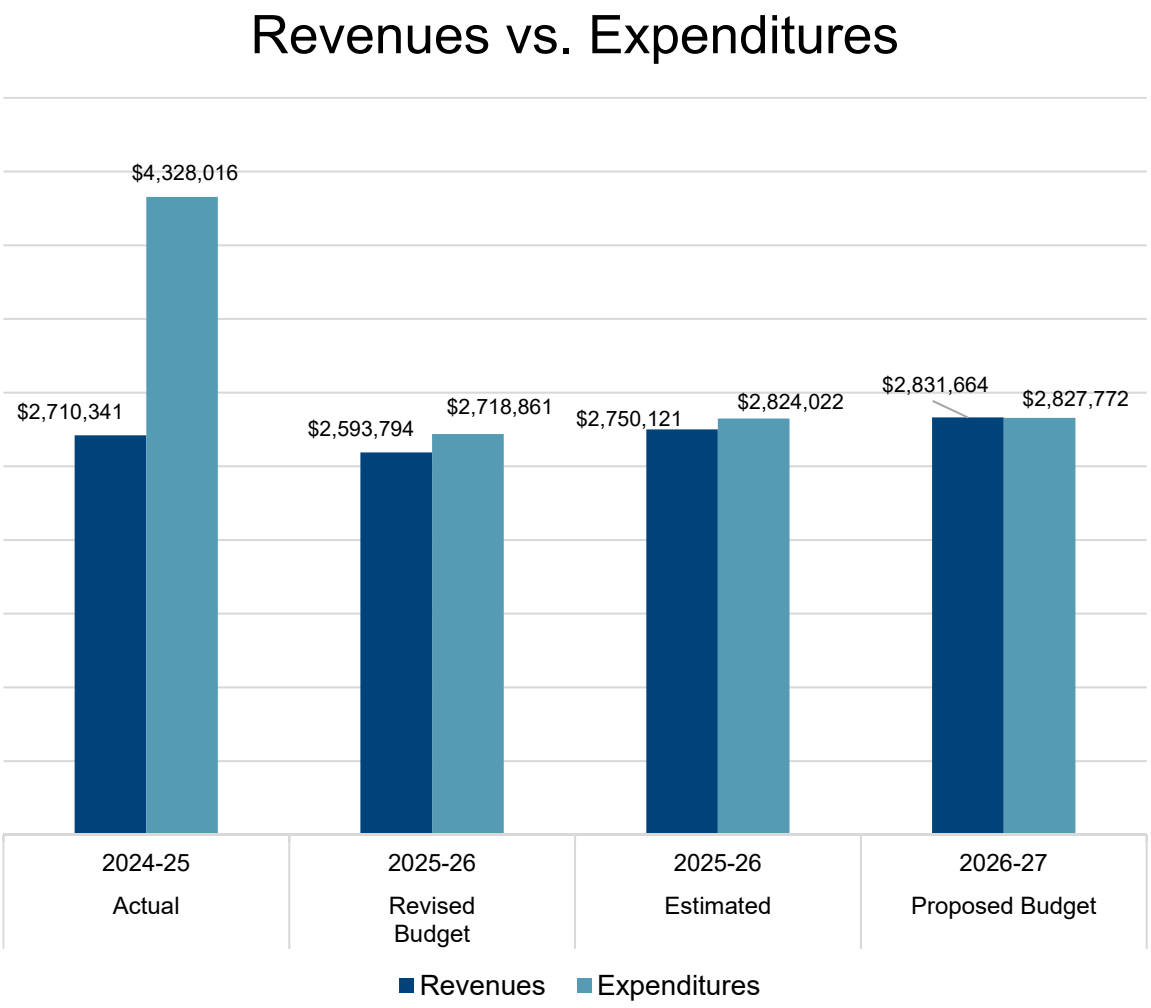
Manages sales taxes received for the City's crime control and prevention programs.

Revenues

For FY2026–27, the Crime Control and Prevention District (CCPD) is proposing a total revenue budget of $2,831,664. The majority of this funding is projected to come from sales tax revenues, estimated at $2,799,643, representing a 3% increase over the FY2025–26 revised budget. Additionally, interest income is expected to contribute $32,021, reflecting a slight decrease from the prior year's projection. This proposed budget reflects the District's continued commitment to fiscal responsibility while supporting public safety initiatives.

Expenditures

The proposed FY2027 expenditure budget totals $2,827,772, representing an increase of $108,911, or 4.0%, compared to the FY2026 revised budget of $2,718,861. The budget continues to prioritize public safety technology, operational readiness, and vehicle replacement needs. Maintenance is proposed at $1,300,892, primarily supporting critical law enforcement systems and technology contracts, while Services total $204,000 for rental vehicle needs. Capital Outlay totals $1,322,880 and includes the replacement of 10 marked patrol units and 5 unmarked vehicles to support police operations and response capabilities.



CITY OF BAYTOWN
CRIME CONTROL & PREVENTION DISTRICT FUND 3100
BUDGET SUMMARY

	Actual 2024-25	Revised Budget 2025-26	Estimated 2025-26	Proposed Budget 2026-27
Revenues				
Sales Tax	$2,666,259	$2,502,824	$ 2,718,100	$2,799,643
Interest Income	44,082	90,970	32,021	32,021
Total Revenues	2,710,341	2,593,794	2,750,121	2,831,664
Expenditures				
Supplies	-	-	-	-
Maintenance	531,108	969,069	1,297,142	1,300,892
Services	-	298,000	204,000	204,000
Total Operating	531,108	1,267,069	1,501,142	1,504,892
Capital Outlay	3,612,908	1,451,792	1,322,880	1,322,880
Transfers Out	-	-	-	-
Leases	184,000	-	-	-
Debt Service	-	-	-	-
Total Expenditures	4,328,016	2,718,861	2,824,022	2,827,772
Excess (Deficit) Revenues Over Expenditures	(1,617,675)	(125,067)	(73,901)	3,892
Fund Balance - Beginning	2,151,622	533,947	533,947	460,046
Fund Balance - Ending	$ 533,947	$ 408,880	$ 460,046	$ 463,938

City of Baytown

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: CCPD (POLICE)		VENDOR	QUANTITY	UNIT COST	2027 Department Requests
0000	UNDEFINED DEPARTMENT				
3100 40200	SALESTAX				-2,799,642.65 *
	REVENUE PROJECTION FROM LONG-TERM ANALYSIS		1.00	2,799,642.65	-2,799,642.65
3100 47005	INVESTINT				-32,021.34 *
	REVENUE PROJECTION FROM LONG-TERM ANALYSIS		1.00	32,021.34	-32,021.34
	TOTAL CCPD (POLICE)				-2,831,663.99
	TOTAL UNDEFINED DEPARTMENT				-2,831,663.99

City of Baytown

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: CCPD (POLICE)		VENDOR	QUANTITY	UNIT COST	2027 Department Requests
7010 CCPD (POLICE)					
31007010 53009 COMPMAINT					1,300,892.00 *
	CELLEBRITE GUARDIAN/PHYSICAL ANALYZER/UFED4PC/CELLEBRITE PREMIUM LINE INCREASED $1,000 DUE TO COST INCREASE		1.00	59,000.00	59,000.00
	GRAYKEY (MAGNET FORENSICS) LINE INCREASED $1,000 DUE TO COST INCREASE		1.00	16,600.00	16,600.00
	GEOTIME DESKTOP (PEN-LINK) LINE INCREASED $300 DUE TO COST INCREASE		1.00	2,800.00	2,800.00
	MORPHOTRAK AFIS MACHINES (IDEMIA) (CURRENT SOFTWARE/HARDWARE IS END OF LIFE. MUST UPGRADE SOFTWARE AND REPLACE AFIS AND HAND HELD DEVICES. LINE INCREASED $35,308)		1.00	45,808.00	45,808.00
	DORS-LEXIS NEXUS LINE INCREASED $1,000 DUE TO COST INCREASE		1.00	10,500.00	10,500.00
	CRIMETRACER FROM SOUND THINKING\VERSATERM		1.00	50,134.00	50,134.00
	AXON LINE INCREASED DUE TO NEW CONTRACT		1.00	900,000.00	900,000.00
	FLOCK SAFETY LINE INCREASED $4,000 TO UPGRADE FOUR MOBILE CAMERAS TO SOLAR POWER FROM BATTERIES		1.00	188,000.00	188,000.00
	VIGILANT DATABASE LINE INCREASED $940 DUE TO COST INCREASE		1.00	24,300.00	24,300.00
	LEARN SOFTWARE - VIGILANT INCREASED $400 DUE TO COST INCREASE		1.00	3,750.00	3,750.00
31007010 54025 EQUIPRENTL					204,000.00 *
	RENTAL VEHICLES LINE INCREASED $,000 DUE TO COST INCREASE RENTAL VEHICLES FOR SID		15.00	13,600.00	204,000.00
31007010 56800 MOTORVEH					1,322,880.00 *
	POLICE EMERGENCY VEHICLES SUPPLEMENTAL: The replacement of older units with new Chevrolet Tahoe PPVs is critical to maintaining the operational efficiency and safety of the Baytown Police Department. These vehicles are designed to enhance officer response times and overall performance in the field. Outfitting these units with		10.00	103,288.00	1,032,880.00

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: CCPD (POLICE)		VENDOR	QUANTITY	UNIT COST	2027 Department Requests
	state-of-the-art technology ensures that officers have the necessary tools to perform their duties effectively.				
	POLICE UNMARKED VEHICLES SUPPLEMENTAL: The replacement of aging unmarked units with new SUV/Sedans is essential to maintaining the efficiency and effectiveness of the Baytown Police Department. These vehicles will enhance officers' ability to conduct thorough investigations and provide crucial support to law enforcement operations. Upgrading to reliable, modern vehicles ensures that officers have the necessary resources to perform their duties effectively.		5.00	58,000.00	290,000.00
TOTAL CCPD (POLICE)					2,827,772.00
TOTAL CCPD (POLICE)					2,827,772.00
TOTAL CCPD (POLICE)					-3,891.99
	TOTAL REVENUE				-2,831,663.99
	TOTAL EXPENSE				2,827,772.00
	GRAND TOTAL				-3,891.99

** END OF REPORT - Generated by Lianette Leon **

CITY COUNCIL MEETING 3. c.

Meeting Date: 08/13/2026

Subject: Consider an ordinance approving the Baytown Fire Control, Prevention, and Emergency Medical Services District Fiscal Year 2026-27 Proposed Budget.

Prepared for: Teresa McKenzie, Finance **Prepared by:** Nate Fisher, Finance

Department: Finance

Information

ITEM

Consider an ordinance approving the Baytown Fire Control, Prevention, and Emergency Medical Services District Fiscal Year 2026-2027 Proposed Budget.

PREFACE

This proposed ordinance approves the Baytown Fire Control, Prevention, and Emergency Medical Services District ("FCPEMSD") Fiscal Year 2026-27 Proposed Budget. As set forth in state law, the City Council must approve or reject the budget adopted by the FCPEMSD Board at least 30 days before the beginning of the fiscal year. The City Council may not amend the budget as presented by the FCPEMSD Board.

Fiscal Impact

Fiscal Year: 2027

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

Attachments

Adopting 2026-27 Budget.FCPEMSD

Exhibit A - FY27 FCPEMSD Budget

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE FISCAL YEAR 2026-27 BUDGET SUBMITTED BY THE BOARD OF DIRECTORS OF THE BAYTOWN FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, in accordance with the alternate budget procedures of the Baytown Fire Control, Prevention, and Emergency Medical Services District (the "District") and the published notice of the budget hearings, the Board of Directors of the District (the "Board") conducted public hearings to consider the District's proposed annual budget; and

WHEREAS, on the 7th day of July, 2026, after considering the proposed budget together with the testimony and information received at the public hearings, the Board adopted its 2026-27 budget; and

WHEREAS, within ten days of the Board's adoption of its budget, the Board submitted its approved budget to the City Council of the City of Baytown, Texas; and

WHEREAS, the City Council of the City of Baytown, Texas, held a public hearing to consider the budget adopted by the Board and submitted to the City Council in accordance with the published hearing notice; and

WHEREAS, the City Council of the City of Baytown, after considering the submitted budget together with the testimony and information received at the public hearing, believes that the budget approved by the Board is consistent with the interest of the residents of the District; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That all matters and facts set forth in the recitals hereinabove are found to be true and are approved by the City Council of the City of Baytown, Texas.

Section 2: That the City Council of the City of Baytown, Texas, hereby approves the budget submitted by the Board of the Baytown Fire Control, Prevention, and Emergency Medical Services District, which budget is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes for the District's 2026-27 fiscal year.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 13th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

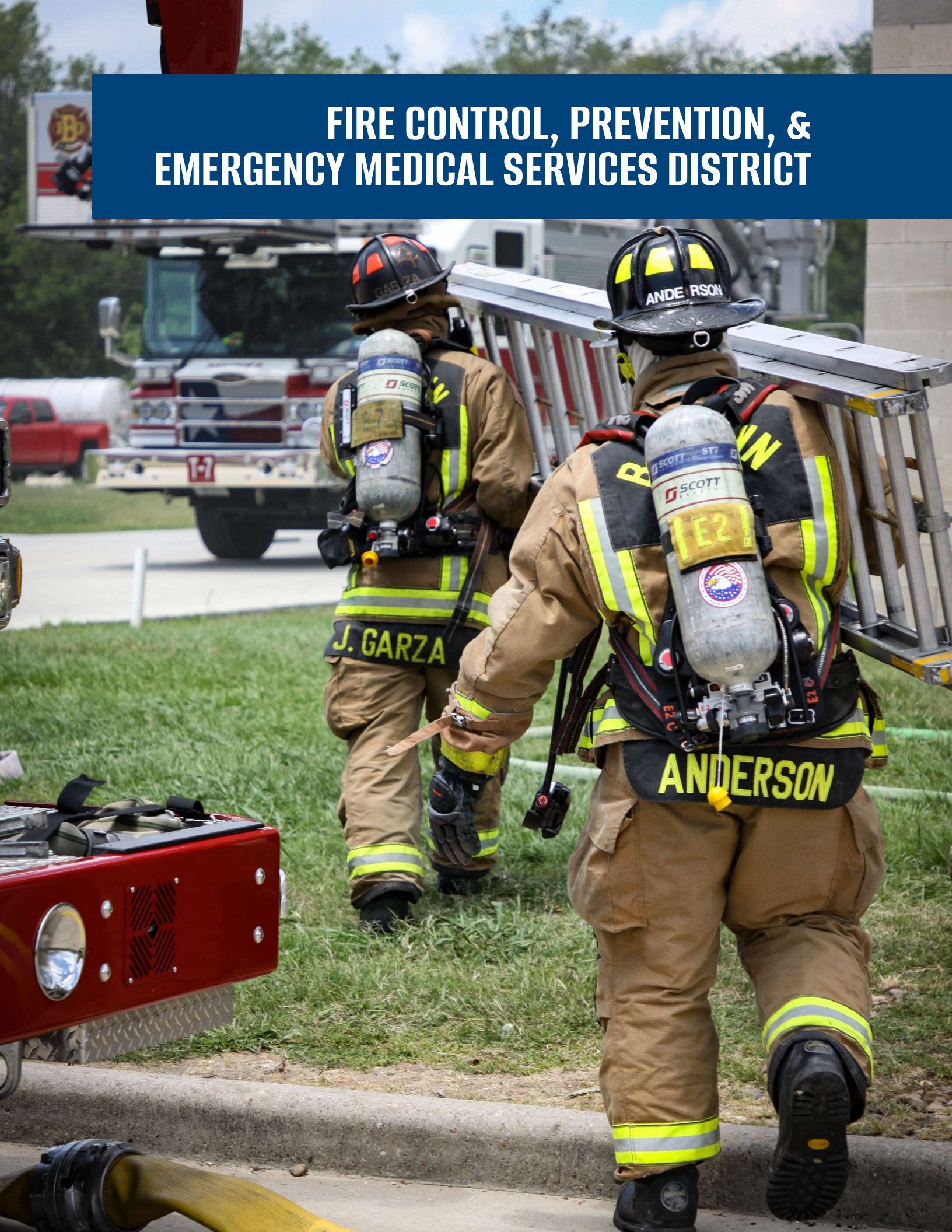
ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

FIRE CONTROL, PREVENTION, & EMERGENCY MEDICAL SERVICES DISTRICT



Fire Control, Prevention, & Emergency Medical Services District

Overview

On November 4, 2025 the citizens voted to continue the Baytown Fire Control, Prevention, and Emergency Medical Services District dedicated to fire safety and emergency medical services and the adoption of an adopted local sales and use tax at a rate of one-eighth of one percent (1/8%).

Board of Directors

- Barry L. Hawkins, President District 5 At-Large
- Mirtha Morales, Vice President District 3 At-Large
- Victor Medrano, Director District 1 At-Large
- Jamari Gilbert, Director District 2 At-Large
- Abraham Carrillo, Director District 4 At-Large
- Carol Heathcock, Director District 6 At-Large
- Vacant, Director Mayor At-Large
- City Clerk, Secretary Non-Member/City Staff

Duties & Details

Objective

The Fire Control, Prevention and EMS Board works to maintain and implement new initiatives to continue the reduction in the number of fires and enhancing public safety through Emergency Medical Services without a substantial increase in the ad valorem tax rate.

Duties

Work alongside the Fire Chief to sustain and launch initiatives that reduce fire incidents.

Enhance public safety for the residents of Baytown through EMS without significantly raising the ad valorem tax rate.

Resources: Liaison: City Clerk's Office, Office: 281-420-6504, Email: CityClerk@baytown.org

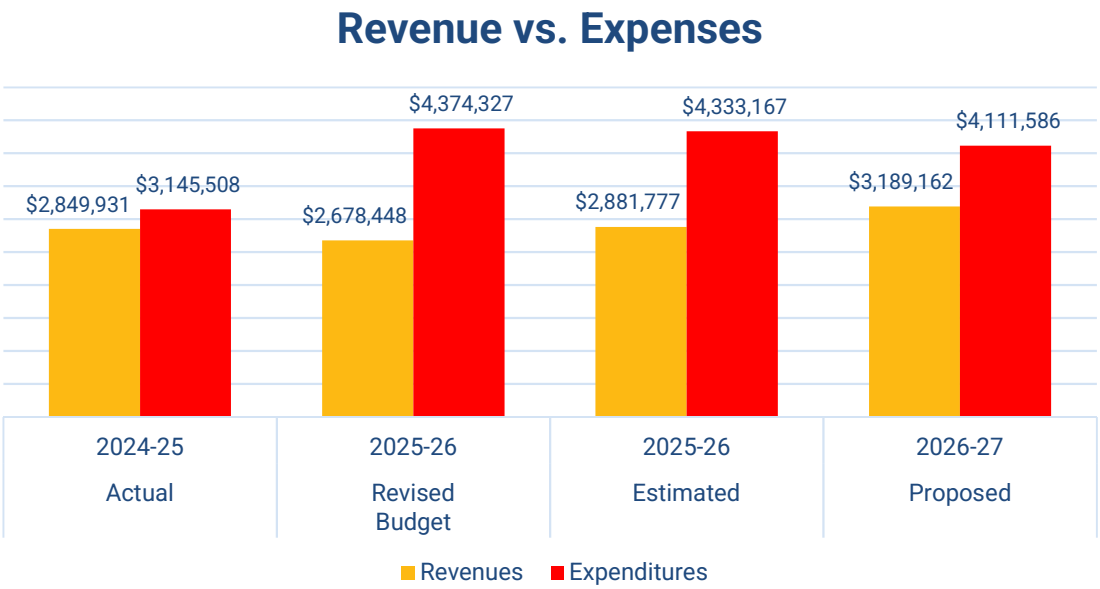
Revenues

For FY2027, the Fire Control, Prevention, & Emergency Medical Services District (FCPEMSD) is proposing a total revenue budget of $3,189,162. The majority of funding is projected from sales tax revenues, which are estimated at $2,936,319,

reflecting continued economic growth and increased collections. In addition, investment interest revenue is projected at approximately $252,844, supported by higher cash balances and favorable interest rate conditions.

Expenditures

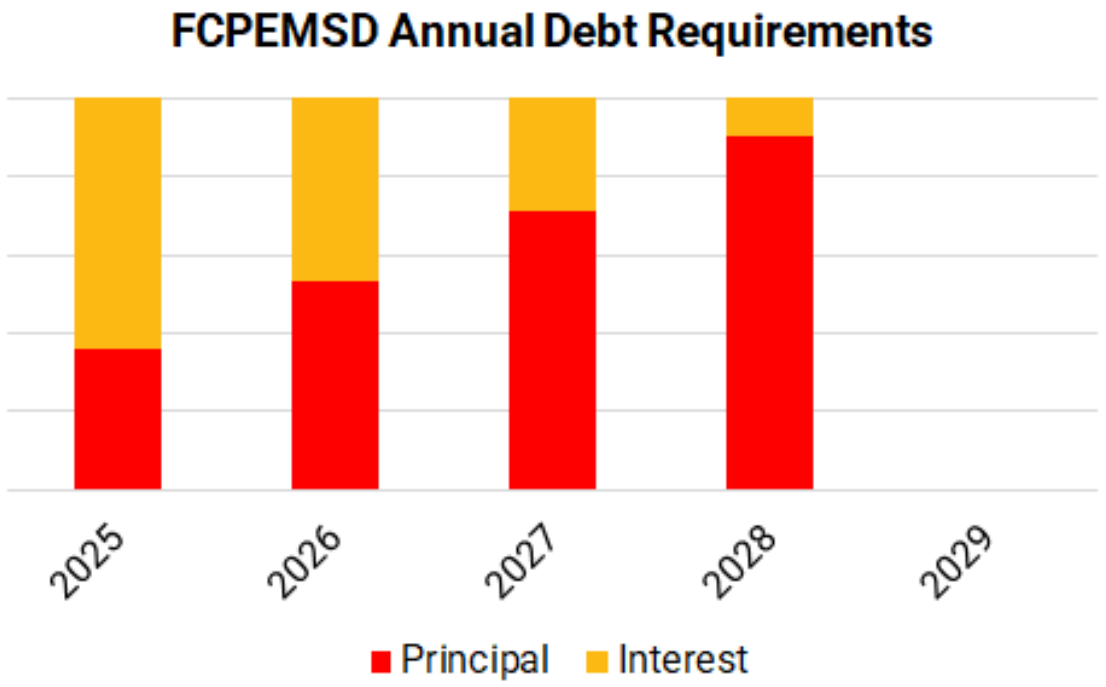
The proposed FY2027 expenditure budget totals $4,111,586, representing a decrease of $262,741, or 6.0%, compared to the FY2026 revised budget of $4,374,327. While overall expenditures decline, the budget continues to prioritize firefighter and emergency medical responder safety, operational readiness, and the replacement of critical public safety assets. Operating expenditures of $335,500 support essential equipment and safety initiatives, including extrication tools, handheld mobile radios and headsets, ballistic protection replacement, and bunker gear and accessories. These investments enhance responder safety, improve emergency communications, strengthen rescue capabilities, and ensure compliance with equipment replacement schedules. Capital Outlay totals $2,989,836 and includes the replacement of an ambulance equipped with a new Stryker Power-LOAD system, three staff vehicles, a ladder truck, and emergency response equipment to maintain reliable service delivery and reduce maintenance costs associated with aging assets. In addition, $94,836 is budgeted for the Zoll One Program.



CITY OF BAYTOWN
FIRE - EMS SPECIAL DISTRICT FUND 3200
BUDGET SUMMARY

	Actual 2024-25	Revised Budget 2025-26	Estimated 2025-26	Proposed 2026-27
Revenues				
Sales Tax	$ 2,672,364	$ 2,526,319	$ 2,718,100	$2,936,319
Capital Lease Proceed	-	-	-	-
Interest Income	177,567	152,129	163,678	252,844
Total Revenues	2,849,931	2,678,448	2,881,777	3,189,162
Expenditures				
Supplies	-	222,015	208,295	335,500
Maintenance	-	-	-	-
Services	-	100,000	72,560	-
Total Operating	-	322,015	280,855	335,500
Capital Outlay	2,288,493	3,270,562	3,270,562	2,989,836
Transfers Out	-	-	-	-
Leases	76,640	-	-	-
Debt Service	780,375	781,750	781,750	786,250
Total Expenditures	3,145,508	4,374,327	4,333,167	4,111,586
Excess (Deficit) Revenues Over Expenditures	(295,577)	(1,695,879)	(1,451,390)	(922,424)
Fund Balance - Beginning	3,608,717	3,313,141	3,313,141	1,861,750
Fund Balance - Ending	$ 3,313,141	$ 1,617,261	$ 1,861,750	$939,327

Debt Service is budgeted at $786,250, reflecting scheduled bond principal and interest payments.



Overall, the FY2027 budget supports the District's commitment to delivering high-quality fire protection and emergency medical services while maintaining critical infrastructure and equipment necessary to protect the community.

City of Baytown

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: FCPEMSD (FIRE)		VENDOR	QUANTITY	UNIT COST	2027 Department Requests
0000	UNDEFINED DEPARTMENT				
3200 40200	SALESTAX				-2,936,318.60 *
	REVENUE PROJECTION FROM LONG-TERM ANALYSIS		1.00	2,936,318.60	-2,936,318.60
3200 47005	INVESTINT				-252,794.24 *
	REVENUE PROJECTION FROM LONG-TERM ANALYSIS		1.00	252,794.24	-252,794.24
3200 47010	INTEREST				-49.38 *
	REVENUE PROJECTION FROM LONG-TERM ANALYSIS		1.00	49.38	-49.38
	TOTAL FCPEMSD (FIRE)				-3,189,162.22
	TOTAL UNDEFINED DEPARTMENT				-3,189,162.22

City of Baytown

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: FCPEMSD (FIRE)		VENDOR	QUANTITY	UNIT COST	2027 Department Requests
7020 FCPEMSD (FIRE)					
32007020 52005 MINORTOOLS					205,500.00 *
	EXTRICATION TOOLS Tools are for safely and efficiently rescuing individuals from vehicles or confined spaces while minimizing risk to both victims and responders.		1.00	40,000.00	40,000.00
	HANDHELD MOBILE RADIOS AND HEADSET Maintains reliable communication, ensuring coordinated operations, and enhancing personnel safety during emergency response situations.		1.00	60,500.00	60,500.00
	BALLISTIC REPLACEMENT Ballistic protection is critical to safety, and materials degrade over time, requiring replacement to maintain effectiveness. SUPPLEMENTAL		50.00	1,100.00	55,000.00
	AUTOMATED EXTERNAL DEFIBRILLATORS (AED) and Accessories		10.00	5,000.00	50,000.00
32007020 52009 WEARING					130,000.00 *
	BUNKER GEAR AND ACCESSORIES Ensures firefighters safety and operational effectiveness by providing insulation, moisture resistance, and structural protection, during emergency response.		1.00	130,000.00	130,000.00
32007020 56700 MACHEQUIP					400,000.00 *
	KFT FIRE TRAINER - FIRE LINE REPLACEMENT Moved to GF (capital replacement) Replacement of fire lines in the burn building, to ensure all connections meet current safety standards and project specifications.		1.00	.00	.00
	AMBULANCE - The cost includes a new Stryker Power-LOAD system. Funding is requested to replace Medic 7, currently assigned to Fire Station 7, as part of the department's established apparatus replacement schedule. The cost includes a new Stryker Power-LOAD system. Upon replacement, the existing unit will be reassigned to reserve status. SUPPLEMENTAL		1.00	400,000.00	400,000.00

City of Baytown

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 27005 COPY OF 27001 TO MERGE WITH PAYROLL AND REV

ACCOUNTS FOR: FCPEMSD (FIRE)		VENDOR	QUANTITY	UNIT COST	2027 Department Requests
32007020 56800 MOTORVEH					2,495,000.00 *
	STAFF VEHICLE (3)		3.00	65,000.00	195,000.00
	Ensures safe, dependable transportation and reduces increasing maintenance costs of aging units.				
	SUPPLEMENTAL				
	LADDER TRUCK AND EQUIPMENT		1.00	2,300,000.00	2,300,000.00
32007020 56909 LEASEMACH					94,836.00 *
	ZOLL ONE PROGRAM		1.00	94,836.00	94,836.00
	Provides reliable, up-to-date emergency medical equipment with predictable costs and maintenance, supporting efficient and safe operations.				
32007020 58001 PRINCIPAL					730,000.00 *
	BOND PRINICIPAL		1.00	730,000.00	730,000.00
	Ensures timely debt payments.				
32007020 58002 INTEREST					56,250.00 *
	BOND INTEREST		1.00	56,250.00	56,250.00
	Ensures timely bond interest payments.				
TOTAL FCPEMSD (FIRE)					4,111,586.00
TOTAL FCPEMSD (FIRE)					4,111,586.00
TOTAL FCPEMSD (FIRE)					922,423.78
	TOTAL REVENUE				-3,189,162.22
	TOTAL EXPENSE				4,111,586.00
	GRAND TOTAL				922,423.78

** END OF REPORT - Generated by Lianette Leon **

CITY COUNCIL MEETING 4. a.

Meeting Date: 08/13/2026

Subject: Zoning Map Amendment from Open Space/Recreation (OR) and General Commercial (GC) to Freeway Commercial (FC) at 7128 N. Main St.

Prepared for: Martin Scribner, Planning and Development Services

Prepared by: Tim Chi, Planning and Development Services

Department: Planning and Development Services

Information

ITEM

Conduct a public hearing concerning a request to amend the official zoning map by rezoning approximately 10.34 acres of land located at the northeastern corner of the intersection of Interstate 10 / East Freeway and N. Main Street, at 7128 N. Main Street, from the Open Space/Recreation (OR) and General Commercial (GC) to a Freeway Commercial (FC) Zoning District.

PREFACE

The applicant is requesting to rezone approximately 10.34 acres of land located at the northeastern corner of the intersection of Interstate 10 / East Freeway and N. Main Street, at 7128 N. Main Street. The property is legally described as a tract of land being a portion of Tracts 3C, 3D, 3F, 3G and 51, Abstract 21, G. Ellis Survey, Harris County, Texas, currently designated for agricultural use. The request is to change the zoning from Open Space/Recreation (OR) and General Commercial (GC) to Freeway Commercial (FC) to allow for the future development of a gas station, electric vehicle (EV) charging station, and a retail center.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

This item has no fiscal impact at this time.

Attachments

Application and Supporting Documents
Proposed Zoning Map
Current Zoning Map
Vicinity Map
FLUM
Staff Report

ZONING MAP AMENDMENT APPLICATION
CITY OF BAYTOWN

App Date: 4/21/2026
Plan Number: ZP26040034

Description: Rezone from Open Space/Recreation (OR) and General Commercial (GC) to Freeway Commercial (FC)

Parcel: 0402210000717

Applicant
Tony Warner
Archcon US
900 Threadneedle
Suite 125
Houston, TX 77079
Phone: (281) 720-7203

Owner
Sanco Partnership Womack-Gilman Ints
710 N. Post Oak Rd.
Unit: STE 400
Houston, TX 77024

Property

Legal Description	property located at the northeastern corner of the intersection of Interstate 10 / East Freeway and N. Main Street, at 7128 N. Main Street, Baytown, Texas 77521, legally described as a track of land being a portion of Tracts 3C, 3D, 3F, 3G and 51, Abstract 21, G. Ellis Survey, Harris County, Texas, currently designated for agricultural use.
Acres	10.34

Zoning

Current Zoning**:**	Open Space/Recreation (OR) and General Commercial (GC)
Proposed Zoning**:**	Freeway Commercial (FC)

Use

Current Use Type	OR and GC
Specific Current Use	Vacant undeveloped lot
Proposed Use Type	FC
Specific Proposed Use	Vehicle fueling station and retail center

Applicant Statement

1. **Explain how the proposed map amendment complies with the applicable standards of the City's Code, the ULDC, and any applicable county, state, or federal requirement.**
   The map amendment complies with the ULDC by conforming to the adjacent properties as Freeway Commercial. Also, by obtaining the correct permit usage, complying with the regulated setbacks, height, lot coverage, and design regulations.

ZONING MAP AMENDMENT APPLICATION
CITY OF BAYTOWN

2. **Explain how the proposed map amendment conforms to any associated prior approval for the development.**
   Freeway Commercial is the preferred zoning designation. All surrounding and adjacent properties are zoned Freeway Commercial, making this the path of least resistance and consistent with the city's Future Land Use Map.

3. **Explain how the proposed map amendment is consistent with the Comprehensive Plan and other adopted plans of the City.**
   Freeway Commercial is the preferred zoning designation. All surrounding and adjacent properties are zoned Freeway Commercial, making this the path of least resistance and consistent with the city's Future Land Use Map.

4. **Explain how the proposed map amendment promotes the purposes of the ULDC.**
   The map amendment promotes the ULDC by conforming to the zoning district and dimensional standards, and the development standards

5. **Explain how the proposed map amendment provides adequate infrastructure.**
   It will demonstrate that public facilities and services are available—or will be made available—to support the intensity and type of development, with water and wastewater services, for an adequate potable water supply, and sanitary sewer capacity will be confirmed. Stormwater and drainage systems incorporating stormwater management measures—such as detention/retention systems and drainage improvements. Utilities and energy of electric, gas, and telecommunications infrastructure

6. **Explain how the proposed map amendment is compatible with the surrounding area.**
   It ensures that the scale, intensity, and character of future development align with nearby uses of Freeway Commercial, which is the preferred zoning designation.

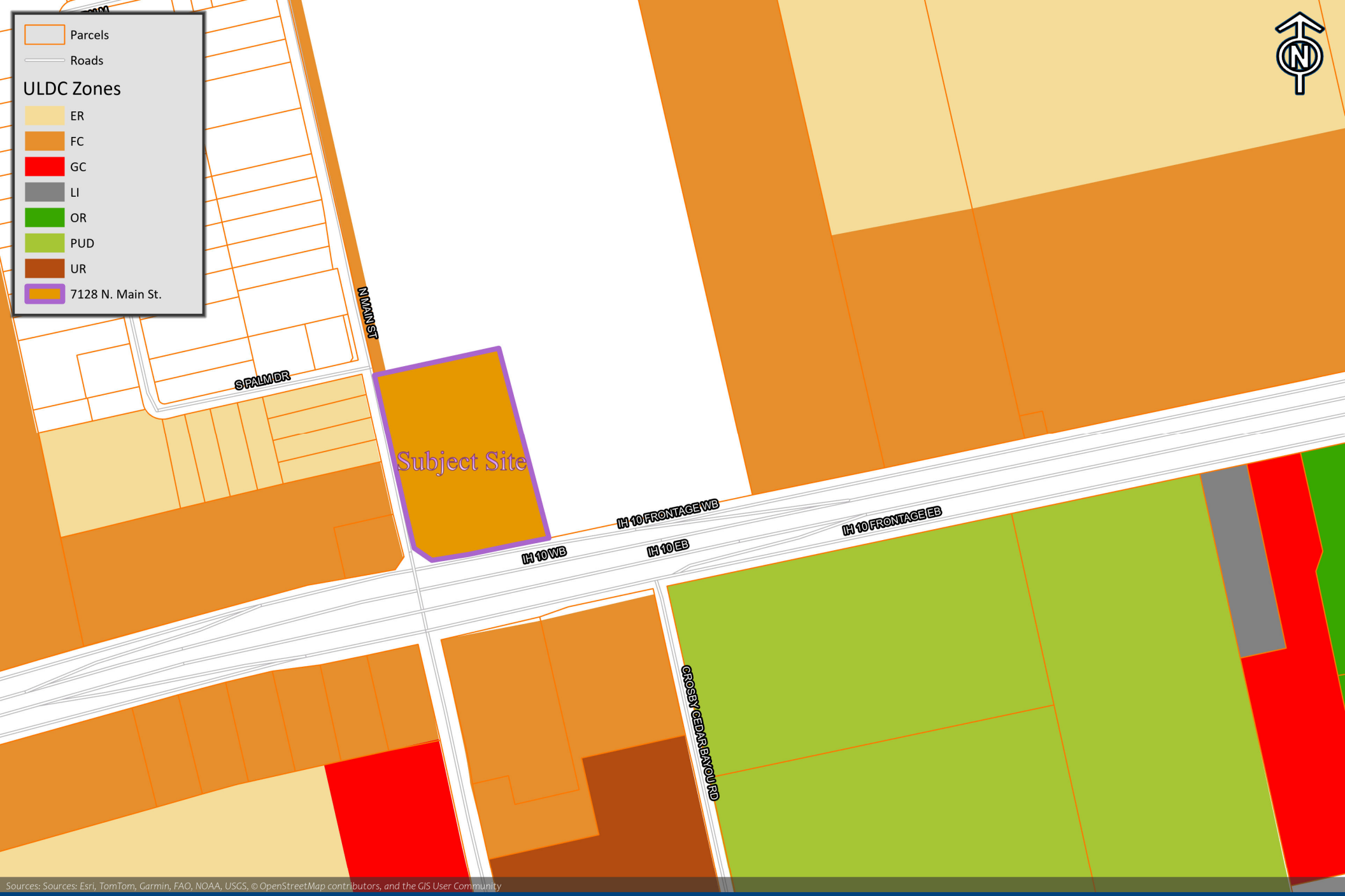
7. **Explain how the proposed map amendment advances normal and orderly development and improvement of the surrounding properties.**
   By aligning land use patterns, infrastructure, and development standards with the community's long-term planning framework.

8. **Explain the changed conditions on the subject property or its vicinity.**
   The conditions on the subject property are currently vacant and will change the complexity of the corner at N. Main and I-10.

9. **Explain how the proposed map amendment mitigates adverse impacts of the use and development of land on the natural or built environment.**
   The proposed zoning map amendment mitigates adverse impacts on the natural and built environment by incorporating standards and conditions that minimize harm and ensure compatible, sustainable development. Enforces buffering, landscaping, and transitional design standards.

10. Addresses community need.

The proposed map amendment responds to identified gaps in the surrounding area framework and will deliver benefits that support residents, businesses, and overall quality of life



Sources: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Zoning Map Amendment

7128 N. Main St.

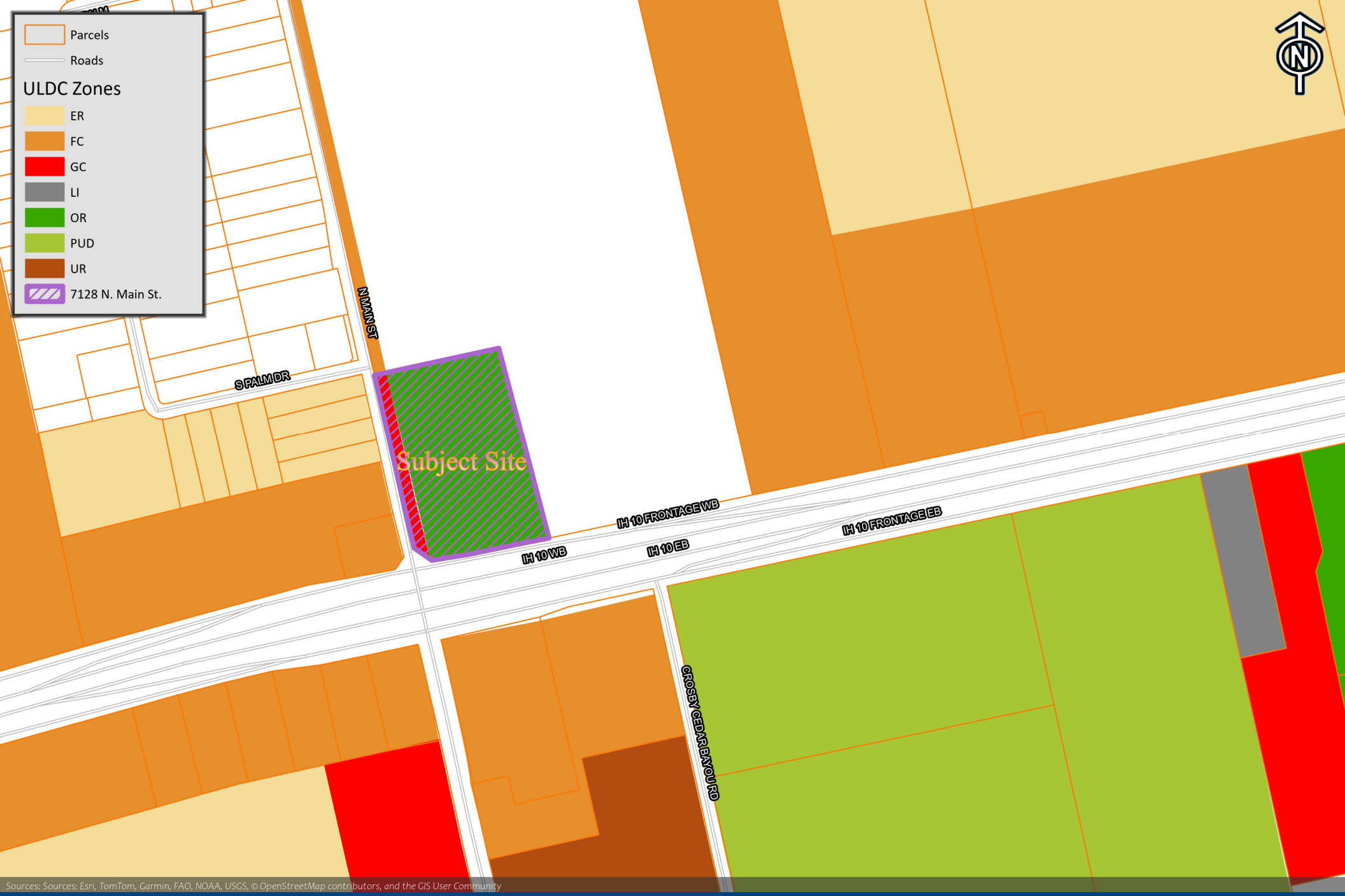
Proposed Zoning Map

Approx. 10.34 acres

0 0.05 0.1 0.15 0.2 Miles

The City of Baytown makes no warranty, representation, or guarantee regarding the accuracy of this map. This map is intended for display purposes only and does not replace official recorded documents.

Date: 5/14/2026



Sources: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Zoning Map Amendment

7128 N. Main St.

Current Zoning Map

Approx. 10.34 acres

0 0.05 0.1 0.15 0.2 Miles

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Date: 5/14/2026



Zoning Map Amendment

7128 N. Main St.

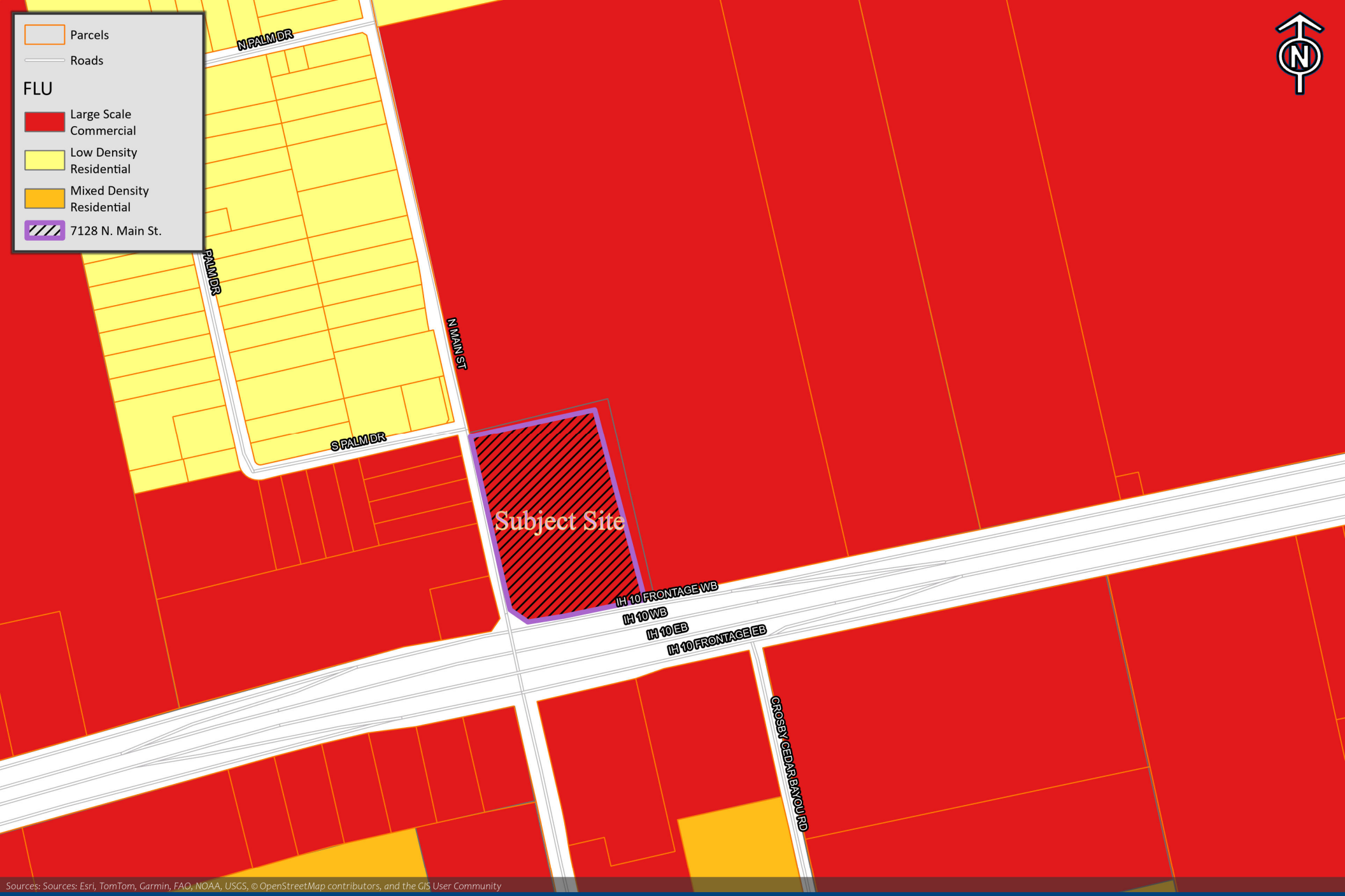
Vicinity Map

Approx. 10.34 acres

0 0.03 0.06 0.09 0.12 Miles

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Date: 5/14/2026



Sources: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Zoning Map Amendment

7128 N. Main St.

Future Land Use Map

Approx. 10.34 acres

0 0.05 0.1 0.15 0.2 Miles

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Date: 5/14/2026

City of Baytown

Planning and Zoning Commission
Report to City Council

DATE: August 13, 2026
TO: City Council
FROM: Planning and Zoning Commission

RE: Zoning Map Amendment from Open Space/Recreation (OR) and General Commercial (GC) to a Freeway Commercial (FC) Zoning District.

This report is required to be submitted to the City Council by the Planning and Zoning Commission per Section 7.23 of the Unified Land Development Code, Baytown Code of Ordinances. This report also serves as the final report to be used by the Council in its consideration of the amendment as set forth in Section 7.2 of the Code.

Requested Action: An amendment to the official zoning map to rezone approximately 10.34 acres from Open Space/Recreation (OR) and General Commercial (GC) to a Freeway Commercial (FC) Zoning District

Applicant: Tony Warner, Archcon US

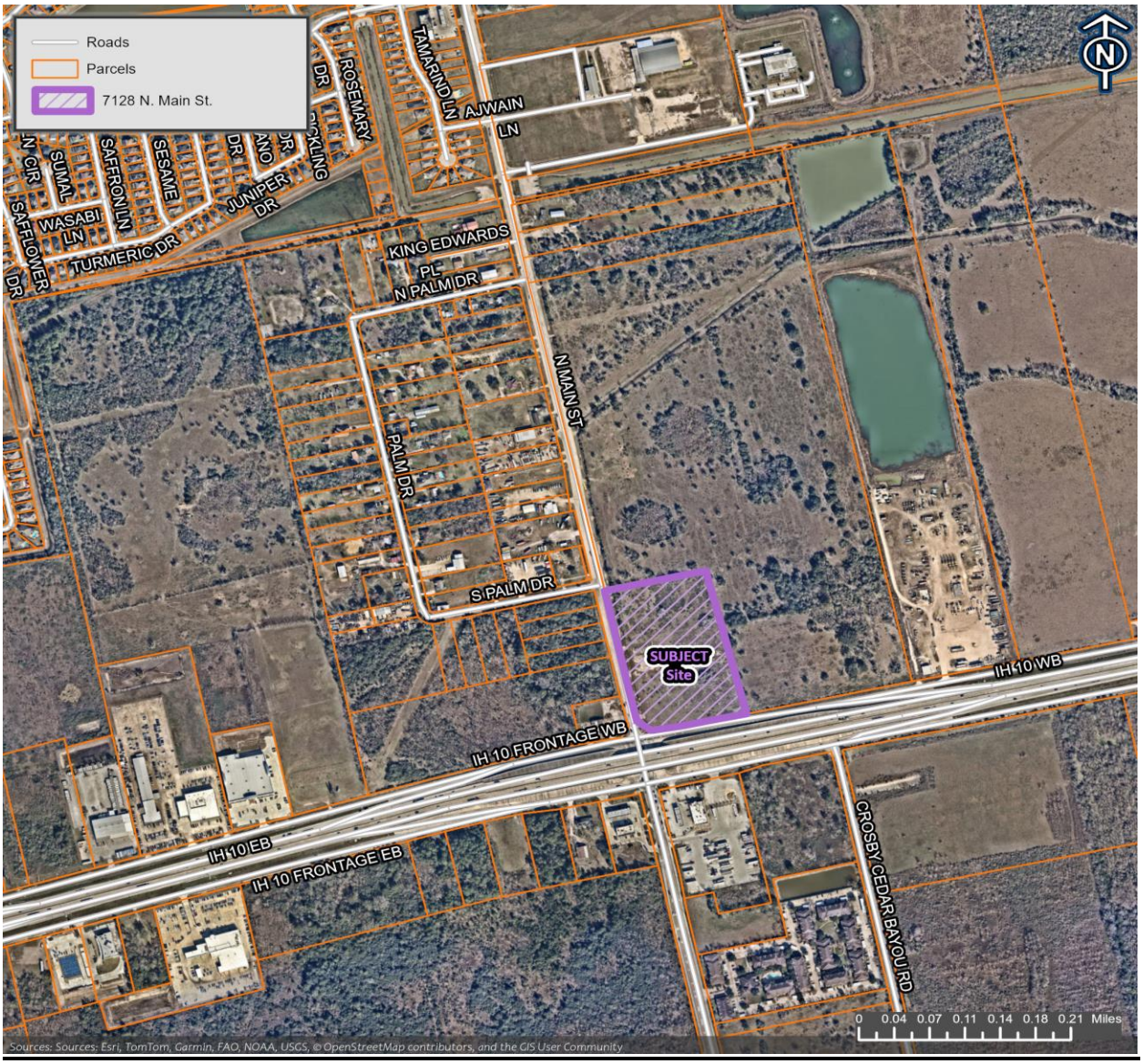
Staff Planner: Tim Chi

Public Notification: On June 7, 2026, notice was published in the *Baytown Sun*; on June 3, 2026, notice was posted on the City of Baytown website and at City Hall; on June 5, 2026, signs were posted on the subject property; and thirteen (13) notices were mailed to property owners within 300 feet of the subject property on June 4, 2026.

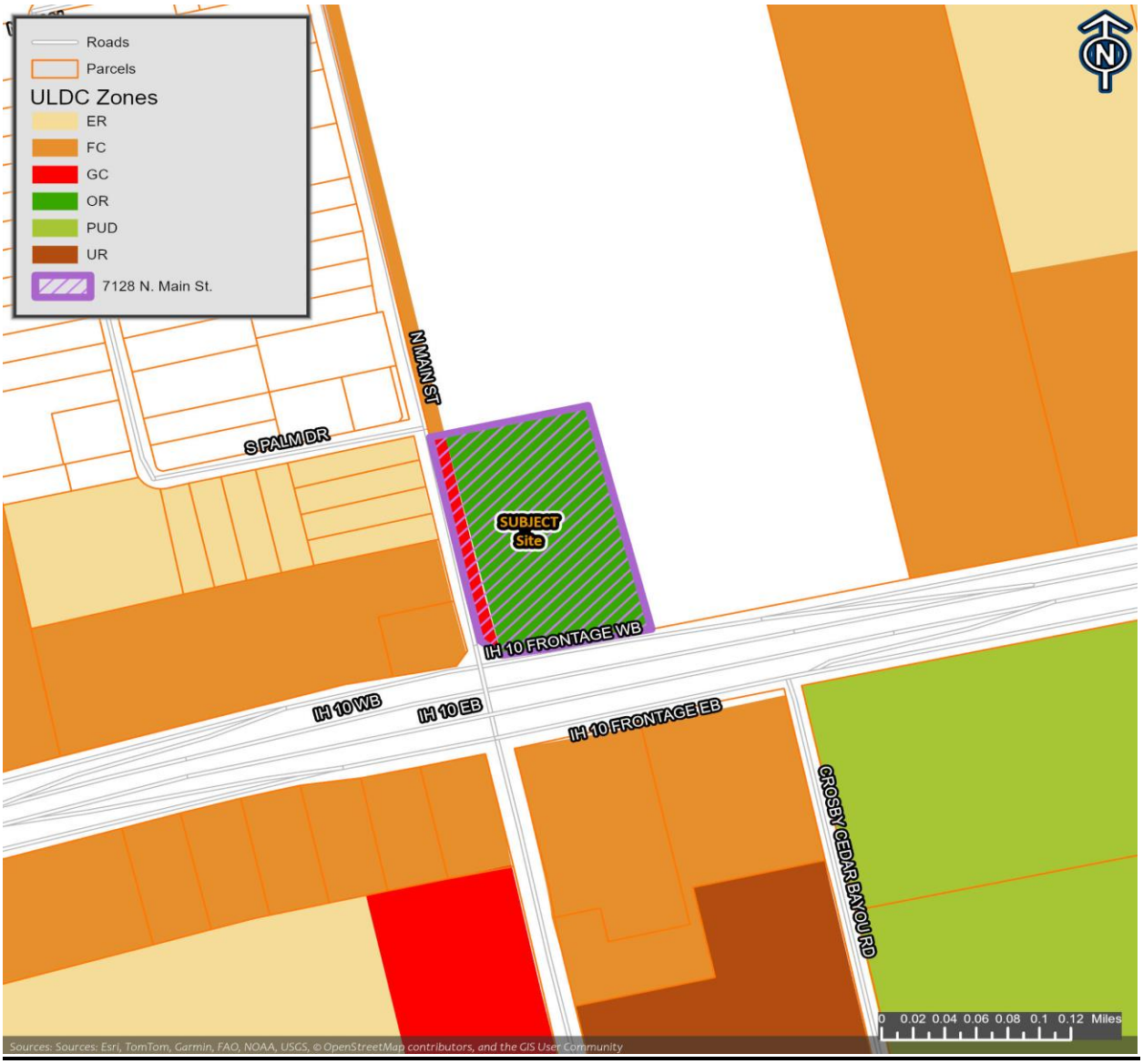
Subject Property: Approximately 10.34 acres, located at the northeastern corner of the intersection of Interstate 10 / East Freeway and N. Main Street, at 7128 N. Main Street, Baytown, Texas 77521, legally described as a tract of land being a portion of Tracts 3C, 3D, 3F, 3G and 51, Abstract 21, G. Ellis Survey, Harris County, Texas (Harris Parcel Number: 0402210000717).

Parcel Information:
Current Use: Undeveloped vacant lot
Proposed Use: Freeway Commercial (FC)
Future Land Use (FLU): Large-Scale Commercial

Adjacent Parcel Information:
North: Extraterritorial Jurisdiction (ETJ)
South: Freeway Commercial (FC)
East: Extraterritorial Jurisdiction (ETJ)
West: Estate Residential (ER) and Freeway Commercial (FC)



Vicinity Map



Current Zoning Map

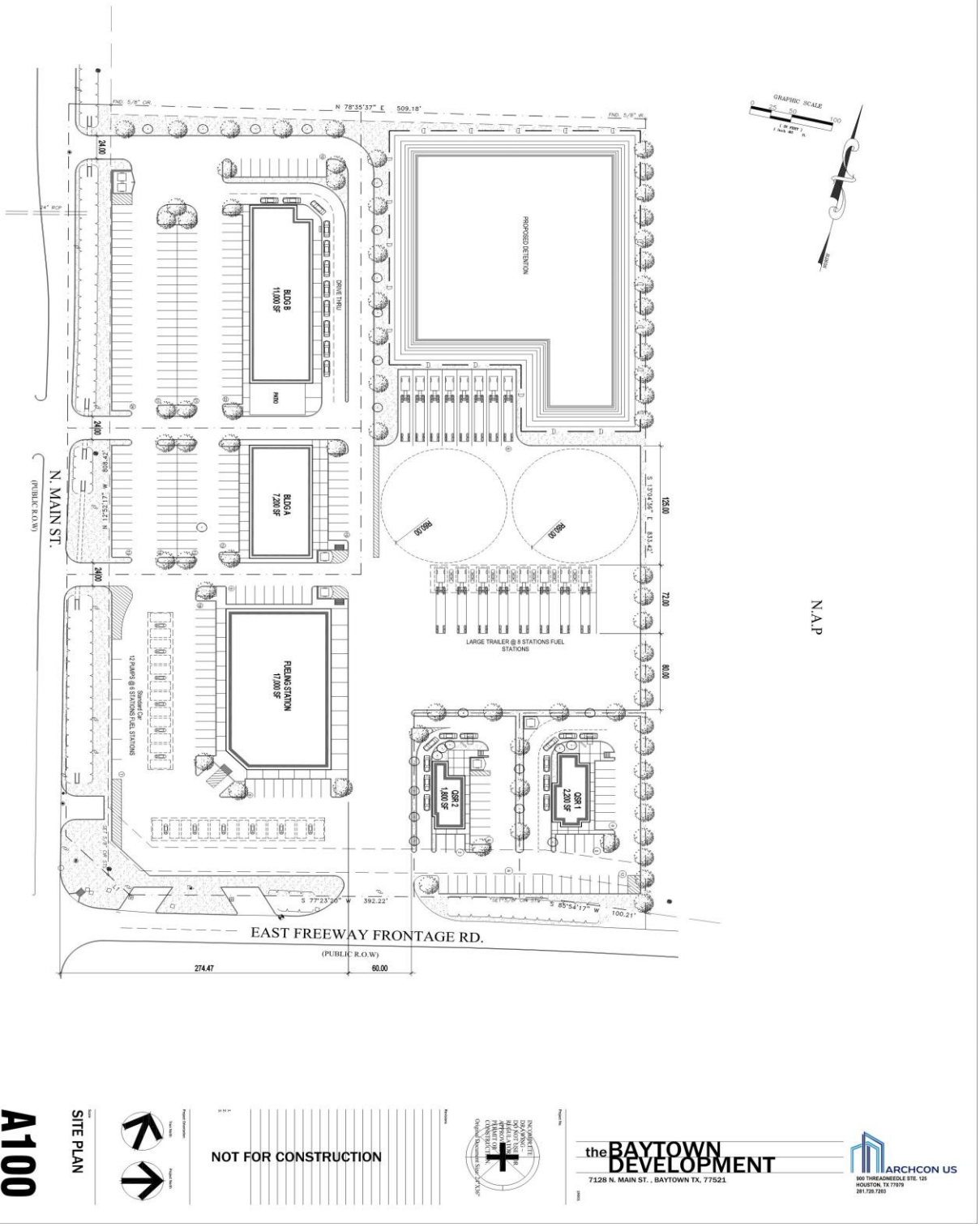
Staff Analysis:

The approximately 10.34-acre subject property includes areas zoned Open Space/Recreation (OR) and General Commercial (GC). The applicant is requesting to rezone the site from Open Space/Recreation (OR) and General Commercial (GC) to Freeway Commercial (FC) to allow for the future development of a gas station, electric vehicle (EV) charging station, and retail center, as discussed during a Development Review Committee (DRC) meeting held in February 2026. The property is located at the northeastern corner of the intersection of Interstate 10/East Freeway and N. Main Street, at 7128 N. Main Street, Baytown, Texas 77521.

The subject property consists of a portion of the 206.35-acre tract that was annexed into the City under Ordinance No. 13,032 in December 2015, and a portion of a 50-foot strip of land adjacent to the east right-of-way of N. Main Street, out of Tracts 3B, 3C, 3F, 3G and 51, Abstract 21, G.

Ellis Survey, Harris County, Texas which was annexed into the City under Ordinance No. 10,619 in June 2007.

According to the City's Unified Land Development Code (ULDC), Article 2, Division 2.2, Subsection 2.23-4, the FC Zoning District is intended to provide for commercial development along heavily traveled collector and arterial roadways. Permitted uses include auto-oriented commercial and service uses, as well as higher-density apartment developments.


GRAPHIC SCALE
N 78°35'37" E 509.18'
FND. 5/8" IR
FND. 5/8" IR
24.00
24.00
24.00
BLDG B
11,000 SF
DRIVE THRU
HYD
BLDG A
7,200 SF
PROPOSED DETENTION
S 13°04'38" E 833.42'
125.00
72.00
80.00
LARGE TRAILER @ 8 STATIONS FUEL STATIONS
FUELING STATION
17,200 SF
12 PUMPS @ 6 STATIONS FUEL STATIONS
QSR 2
1,600 SF
QSR 1
2,200 SF
N. MAIN ST.
(PUBLIC R.O.W)
EAST FREEWAY FRONTAGE RD.
(PUBLIC R.O.W)
274.47
60.00
S 77°23'20" W 392.22'
S 85°54'17" W 100.21'
N.A.P
A100
SITE PLAN
NOT FOR CONSTRUCTION
the BAYTOWN DEVELOPMENT
7128 N. MAIN ST. , BAYTOWN TX, 77521
ARCHCON US
900 THREADNEEDLE STE. 125
HOUSTON, TX 77079
281.720.7203

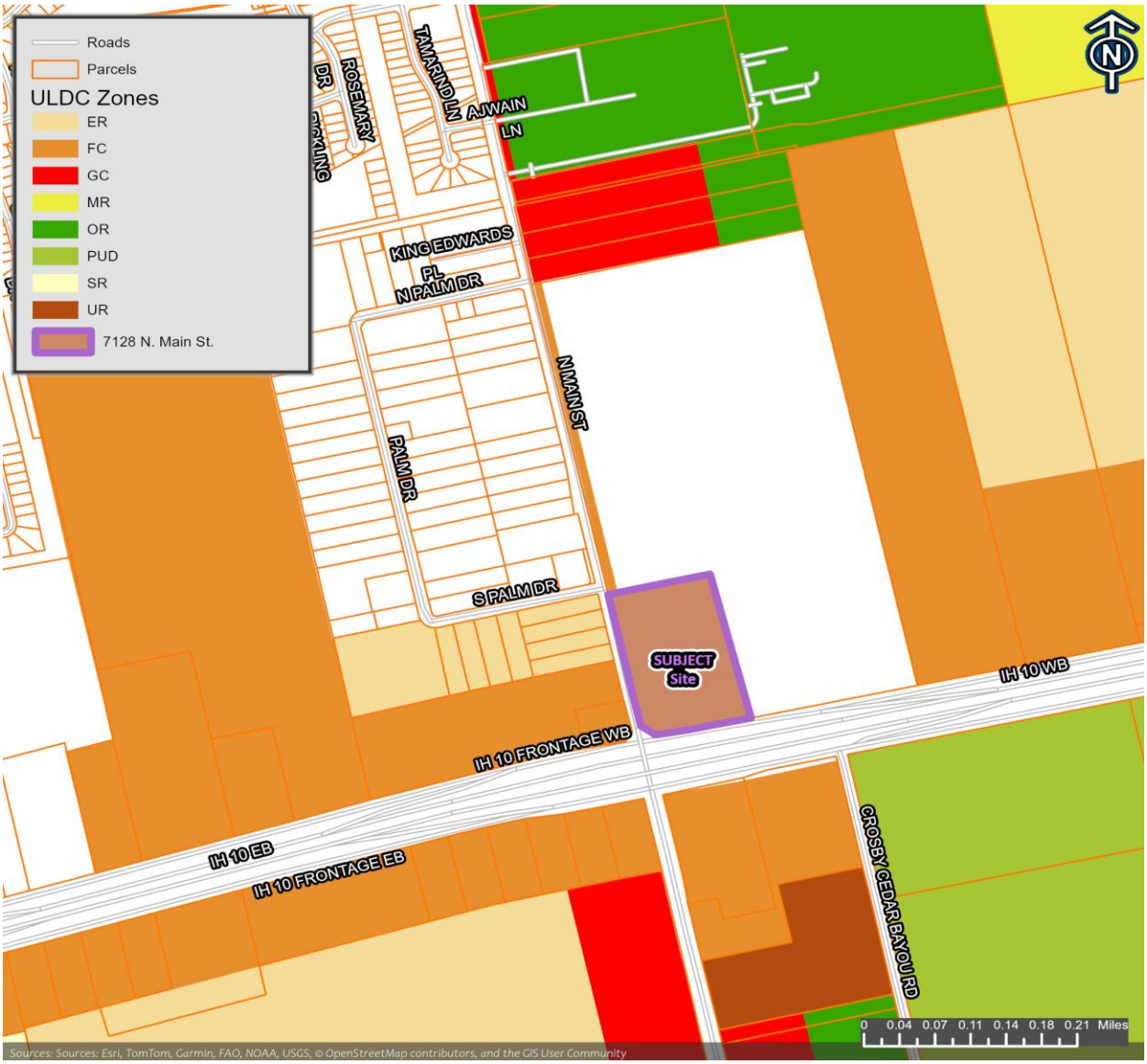
Site Plan

In order to recommend approval of an application for a zoning amendment, the Planning and Zoning Commission shall consider the following factors:

1. **Complies with the applicable standards of the City's Code, the ULDC, and any applicable county, state, or federal requirement.**
   The subject property consists of a portion of the 206.35-acre tract annexed into the City in December 2015, and a portion of a 50-foot strip of land adjacent to the east right-of-way of N. Main Street, out of Tracts 3B, 3C, 3F, 3G and 51, Abstract 21, G. Ellis Survey, Harris County, Texas, which was annexed into the City in June 2007.

   The applicant is requesting to rezone the site from Open Space/Recreation (OR) and General Commercial (GC) to Freeway Commercial (FC) to allow for the future development of a gas station, electric vehicle (EV) charging station, and retail center. Several areas west, south, and east of the subject property are zoned FC, and the applicant's proposed uses are consistent with uses permitted within the FC zoning district.

   Any future development or expansion of the site will be subject to compliance with the City's development standards, Code of Ordinances, and all applicable requirements of the FC Zoning District.



Proposed Zoning Map

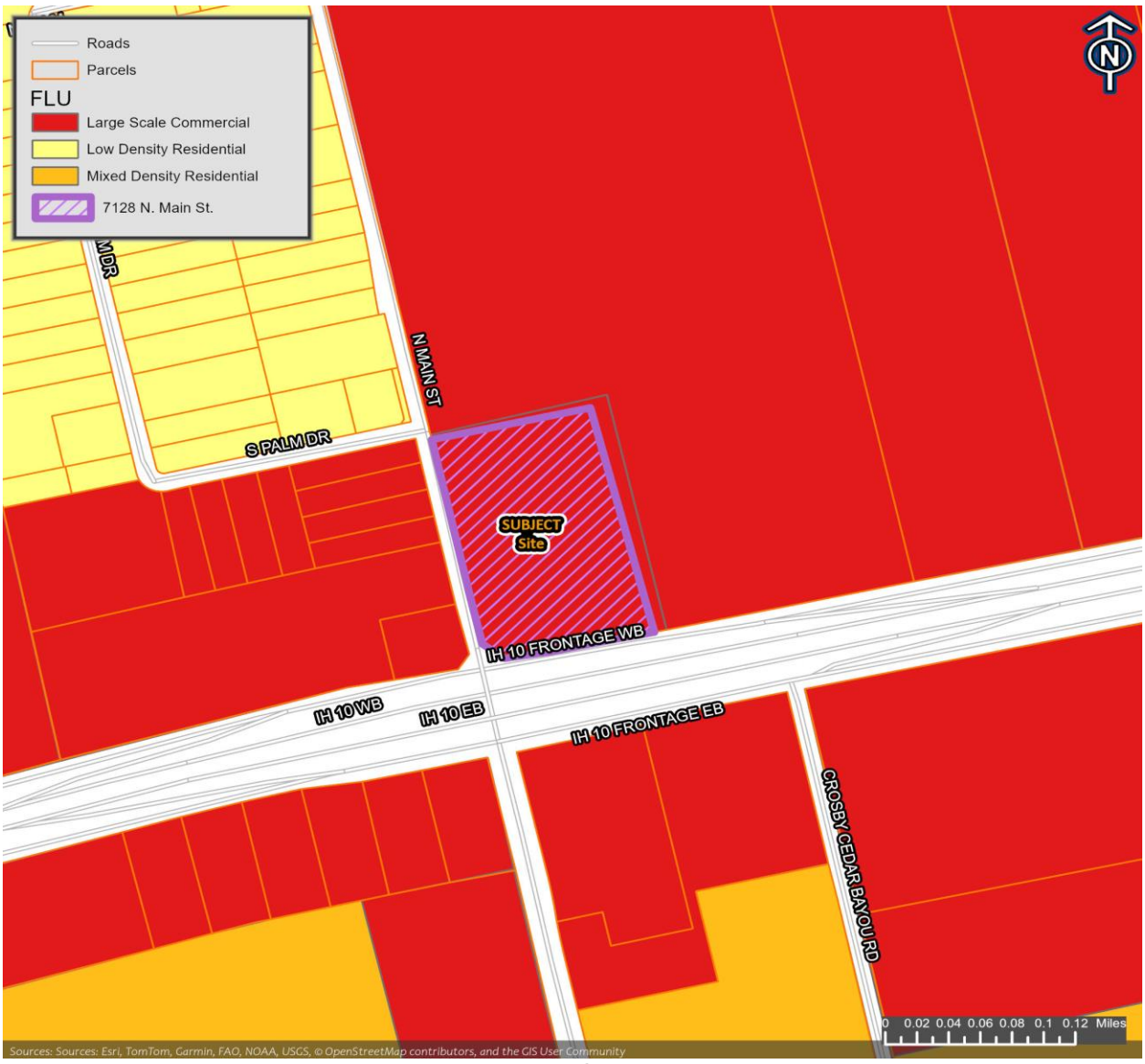
2. **Conforms to any associated prior approval for the development.**
   There is no record of any City-issued permits for the subject property in the City's system. The applicant is requesting to rezone the site from OR and GC to FC. The proposed rezoning will help ensure that any future development or expansion of the site is consistent with current land use regulations and complies with the standards of the FC Zoning District.

3. **Is consistent with the Comprehensive Plan and other adopted plans of the City.**
   The Baytown 2040 Comprehensive Plan provides long-range policy guidance for land use, zoning decisions, and development approvals within the city. As part of the Comprehensive Plan, the Future Land Use Map (FLUM) illustrates the desired pattern of future development based on the goals and policies established in the plan.

   According to the FLUM, the subject property is designated as Large-Scale Commercial. Primary land use types within the Large-Scale Commercial designation include retail and

service uses typically located on sites of three acres or more, offices, restaurant chains, automobile service-related businesses, hotels and motels, and recreational vehicles parks where permitted by zoning.

The applicant is requesting this rezoning to allow for the future development of a gas station, electric vehicle (EV) charging station, and retail center, which is consistent with the Large-Scale Commercial designation identified in the City's Comprehensive Plan.



Future Land Use Map

4. Promotes the purposes of the ULDC.

The proposed rezoning from OR and GC to FC supports the purposes of the ULDC by applying a zoning classification that is consistent with the commercial character of the surrounding area and the future development pattern envisioned for the Interstate 10 corridor. Future development will be subject to the standards of the FC Zoning District and

all applicable provisions of the ULDC, helping to ensure orderly growth, coordinated site design, and compatibility with adjacent development.

5. **Provides adequate infrastructure.**
   A preliminary review of the City's interactive GIS map indicates that wastewater lines are located along the west and south sides of the subject property, and a water line is located along the west side of N. Main Street, across from the subject property.

   Should future development require connection to City utilities, the property owner will be responsible for coordinating with the City's Public Works Department to ensure compliance with all applicable infrastructure and utility standards.

6. **Is compatible with surrounding area.**
   As previously stated, the applicant is requesting to rezone the site from OR and GC to FC to allow for the future development of a gas station, electric vehicle (EV) charging station, and retail center. Several areas west, south, and east of the subject property are zoned FC, and the applicant's proposed uses are consistent with uses permitted within the FC Zoning District.

7. **Advances normal and orderly development and improvement of the surrounding properties.**
   The proposed rezoning from OR and GC to FC will support the normal and orderly development of the surrounding area by allowing land uses that are consistent with existing and anticipated commercial development patterns along the Interstate 10 and N. Main Street. Several nearby properties are currently zoned FC, and the proposed rezoning would promote a more cohesive pattern of development in the area.

   Future development of the subject property will be required to comply with all applicable provisions of the ULDC and other adopted City regulations related to site design, access management, drainage, landscaping, and infrastructure. Compliance with these standards will help ensure that future development is compatible with surrounding properties and contributes to the orderly growth and improvement of the area.

8. **There are changed conditions on the subject property or in its vicinity.**
   The subject property consists of a portion of the 206.35-acre tract annexed into the City in December 2015, and a portion of a 50-foot strip of land adjacent to the east right-of-way of N. Main Street, out of Tracts 3B, 3C, 3F, 3G and 51, Abstract 21, G. Ellis Survey, Harris County, Texas, which was annexed into the City in June 2007. There is no record of any City-issued permits for the subject property in the City's system since its annexation.

9. **Mitigates adverse impacts of the use and development of land on the natural or built environment.**
   The proposed rezoning from OR and GC to FC is not expected to create significant adverse impacts on the natural or built environment. The requested zoning district is consistent with the zoning pattern of surrounding properties to the west, south, and east, many of which are zoned FC.

   Any future development of the subject property will be required to comply with all applicable City codes, ordinances, and development standards. These requirements are intended to mitigate potential impacts on adjacent properties, public infrastructure, and environmental resources through standards related to site design, drainage, landscaping, access

management, and other applicable development regulations. Compliance with these standards will help ensure that future development occurs in a manner that protects public health, safety, and welfare.

10. Addresses community need.

The proposed rezoning from OR and GC to FC will allow for the future development of a gas station, electric vehicle (EV) charging station, and retail center that can provide additional commercial services to residents, businesses, and travelers along the interstate 10 corridor. The proposed uses are consistent with the Large-Scale Commercial designation in the City's FLUM.

The requested rezoning supports the City's planned development pattern by providing opportunities for additional commercial services in an area characterized by existing and anticipated freeway-oriented commercial development. Any future development of the site will be required to comply with all applicable City codes, ordinances, and development standards to ensure compatibility with surrounding properties and the protection of public health, safety, and welfare.

Development Financial Impact Analysis.

The Development Fiscal Impact Analysis (DFIA) prepared for the project indicates that the proposed development is anticipated to generate positive fiscal benefits for the City, including an estimated $150,226 in property tax revenue at buildout and a positive net fiscal impact over the analysis period. These projected revenues may help support the continued provision of municipal services and infrastructure as the area develops.

Commission Recommendation:

The Commission recommended □ approval / □ disapproval of the proposed zoning map amendment from Open Space/Recreation (OR) and General Commercial (GC) to a Freeway Commercial (FC) Zoning District on Tuesday, July 21, 2026.

_____

Donna Winfrey, Chairman
Planning and Zoning Commission
City of Baytown, Texas

CITY COUNCIL MEETING 5. a.

Meeting Date: 08/13/2026

Subject: Zoning Map Amendment from Open Space/Recreation (OR) and General Commercial (GC) to Freeway Commercial (FC) at 7128 N. Main Street

Prepared for: Martin Scribner, Planning and Development Services

Prepared by: Tim Chi, Planning and Development Services

Department: Planning and Development Services

Information

ITEM

Consider an ordinance authorizing a request to amend the official zoning map to rezone approximately 10.34 acres of land, located at the northeastern corner of the intersection of Interstate 10 / East Freeway and N. Main Street, at 7128 N. Main Street, from the Open Space/Recreation (OR) and General Commercial (GC) Zoning Districts to a Freeway Commercial (FC) Zoning District.

PREFACE

The applicant is requesting to rezone approximately 10.34 acres of land located at 7128 N. Main Street. The property is legally described as a tract of land being a portion of Tracts 3C, 3D, 3F, 3G and 51, Abstract 21, G. Ellis Survey, Harris County, Texas. The request is to change the zoning from Open Space/Recreation (OR) and General Commercial (GC) to Freeway Commercial (FC) to allow for the future development of a gas station, an electric vehicle (EV) charging station, and a retail center.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact.

Attachments

Ordinance_7128 N. Main_ZP26040034
Exhibit A
Staff Report

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BAYTOWN TO REZONE APPROXIMATELY 10.34 ACRES GENERALLY LOCATED AT THE NORTHEASTERN CORNER OF THE INTERSECTION OF INTERSTATE 10/EAST FREEWAY AND N. MAIN STREET, AT 7128 N. MAIN STREET, BAYTOWN, TEXAS 77521, LEGALLY DESCRIBED AS A TRACT OF LAND BEING A PORTION OF TRACTS 3C, 3D, 3F, 3G, AND 51, ABSTRACT 21, G, ELLIS SURVEY, HARRIS COUNTY, TEXAS, CURRENTLY DESIGNATED FOR AGRICULTURAL USE, FROM OPEN SPACE/RECREATION (OR) AND GENERAL COMMERCIAL (GC) TO A FREEWAY COMMERCIAL (FC) ZONING DISTRICT; PRESCRIBING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

****

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby amends the official zoning map of the City of Baytown to effectuate zoning district changes for approximately 10.34 acres generally located at the northeastern corner of the intersection of Interstate 10 / East Freeway and N. Main Street, at 7128 N. Main Street, Baytown, Texas 77521, legally described as a tract of land being a portion of Tracts 3C, 3D, 3F, 3G and 51, Abstract 21, G. Ellis Survey, Harris County, Texas, currently designated for agricultural use, from Open Space/Recreation (OR) Zoning District AND General Commercial (GC) to a Freeway Commercial (FC) Zoning District. The amended portion of the official zoning map is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: Any person who fails to comply with any provision of this ordinance shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 3: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency, and in all other respects, this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 4: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances; and to this end, all provisions of this ordinance are declared to be severable.

Section 5: This ordinance shall take effect from and after ten (10) days from its passage by the City Council. The City Clerk is hereby directed to give notice hereof by causing the caption of this ordinance to be published in the official newspaper of the City of Baytown at least twice within ten (10) days after passage of this ordinance.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 13th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

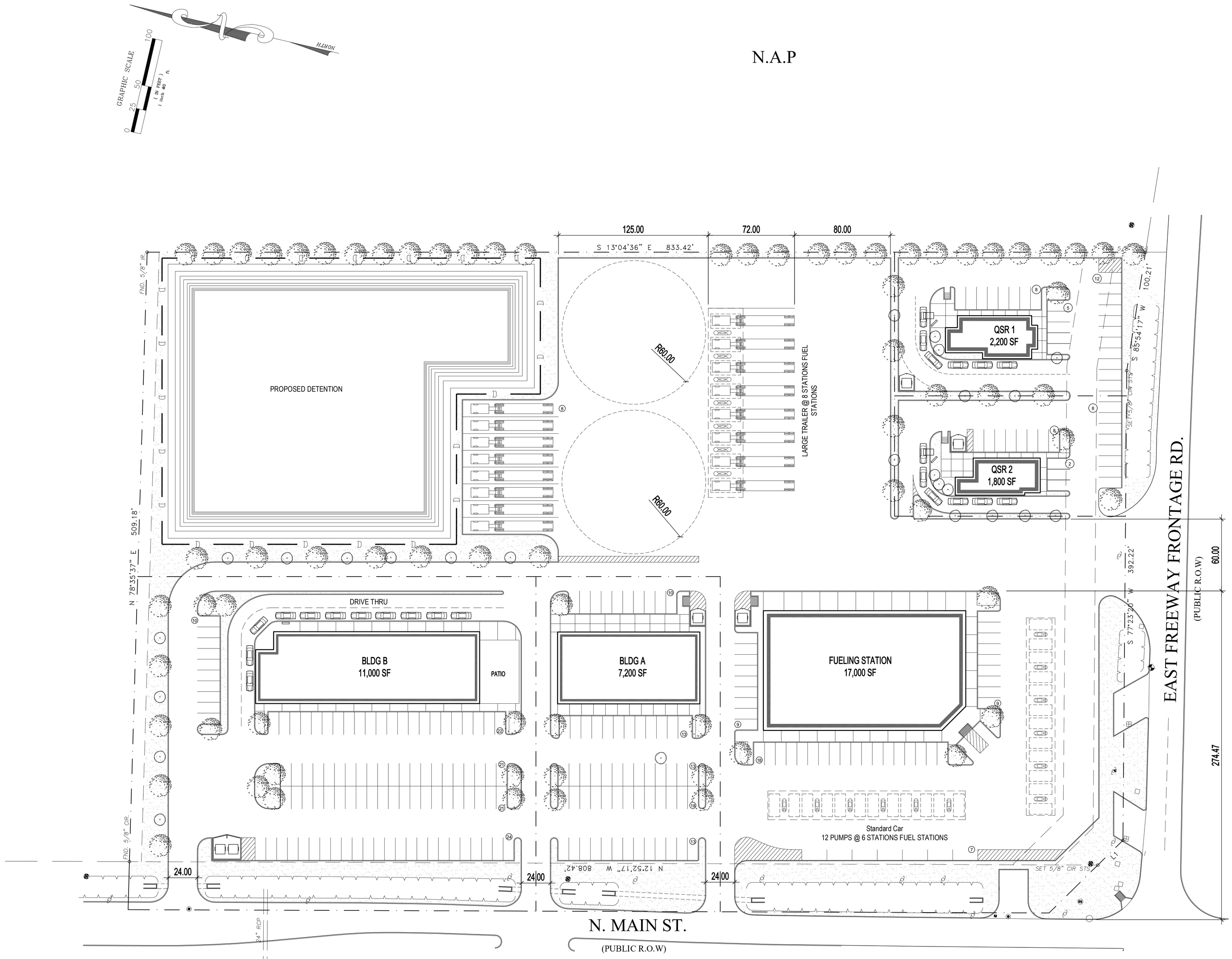
_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

“Exhibit A”

N.A.P



ARCHCON US
900 THREADNEEDLE STE. 125
HOUSTON, TX 77079
281.720.7263

the BAYTOWN DEVELOPMENT
7128 N. MAIN ST., BAYTOWN TX. 77521

19001

Project No.

INCOMPLETE DRAWING ~ DO NOT USE FOR REGULATORY APPROVAL, PERMIT OR CONSTRUCTION.

Original Document Size: 24"X36"

Revisions

1.
2.
3.

NOT FOR CONSTRUCTION

Project Orientation

True North | Project North

Scale

SITE PLAN

A100

Sheet No.

©2026

EXHIBIT "A"

Legal Description

A TRACT OR PARCEL CONTAINING 10.34 ACRES OR 450,608 SQUARE FEET OF LAND SITUATED IN THE GEORGE ELLIS SURVEY, ABSTRACT NUMBER (NO.) 21, HARRIS, COUNTY, TEXAS, BEING ALL OF A CALLED 10.0424 ACRE TRACT, DESCRIBED IN DEED TO GEORGE GILMAN (TRUSTEE), AND SANCO PARTNERSHIP, LTD. (BENEFICIARY) TRUST AGREEMENT AND ACKNOWLEDGEMENT OF BENEFICIAL OWNERSHIP, RECORDED UNDER HARRIS COUNTY CLERK'S (H.C.C.F.) NO. P449877, ALSO BEING OUT OF LOT 3, OF GEO ELLIS LEAGUE, MAP OR PLAT THEREOF RECORDED UNDER VOL. 72, PG. 459, OF THE HARRIS COUNTY DEED RECORDS (H.C.D.R.), WITH SAID 10.34 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204):

BEGINNING AT A 5/8 INCH IRON ROD CAPPED "WINDROSE" SET AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF INTERSTATE HIGHWAY 10 (R.O.W. VARIES) RECORDED UNDER VOLUME (VOL.) 3171, PAGE (PG.), HARRIS COUNTY DEED RECORDS (H.C.D.R.) AND THE EASTERLY R.O.W. LINE OF NORTH MAIN STREET (R.O.W. VARIES), FOR THE MOST SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 57 DEG. 35 MIN. 25 SEC. WEST, ALONG THE EASTERLY OF SAID NORTH MAIN STREET, A DISTANCE OF 70.65 FEET TO A 5/8 INCH IRON ROD CAPPED "WINDROSE" SET, FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 12 DEG. 50 MIN. 00 SEC. WEST, ALONG THE EASTERLY LINE OF SAID NORTH MAIN STREET, A DISTANCE OF 770.61 FEET TO A "X" IN CONCRETE SET, FOR A CORNER ON THE SOUTHERLY LINE OF SAID NORTH MAIN STREET AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 78 DEG. 28 MIN. 34 SEC. EAST, PASSING AT A DISTANCE OF 40.02 FEET A POINT ON THE SOUTH LINE OF SAID LOT 3, FOR THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO MONEYHON FAMILY, L.P., RECORDED UNDER H.C.C.F. NO. US83716, FROM WHICH A 5/8 INCH IRON ROD CAPPED "CCI" FOUND FOR REFERENCE BEARS NORTH 13 DEG. 02 MIN. WEST – 0.63 FEET, AND CONTINUING ALONG THE SOUTH LINE OF SAID LOT 3 FOR A TOTAL DISTANCE OF 548.72 FEET, TO A 5/8 INCH IRON ROD CAPPED "WINDROSE" FOUND, FOR AN INTERIOR CORNER OF SAID LOT 3 AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8 INCH IRON ROD FOUND FOR REFERENCE BEARS SOUTH 62 DEG. 13 MIN. EAST – 1.20 FEET;

THENCE, SOUTH 13 DEG. 05 MIN. 33 SEC. EAST, WITH THE COMMON LINE OF SAID MONEYHON FAMILY L.P. TRACT AND SAID 10.0424 ACRE TRACT, A DISTANCE OF 833.86 FEET TO A 1/2 INCH IRON PIPE FOUND ON THE NORTHERLY R.O.W. LINE OF SAID INTERSTATE HIGHWAY 10, FOR THE SOUTHWEST CORNER OF SAID MONEYHON FAMILY L.P. TRACT AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT FROM WHICH A CONCRETE MONUMENT FOUND FOR REFERENCE BEARS SOUTH 81 DEG. 34 MIN. EAST – 1.09 FEET;

THENCE, WITH THE NORTHERLY R.O.W. LINE OF SAID INTERSTATE HIGHWAY 10, THE FOLLOWING FIVE (5) COURSES AND DISTANCES;

1. SOUTH 85 DEG. 59 MIN. 54 SEC. WEST, A DISTANCE OF 102.58 FEET TO A 5/8 INCH IRON ROD CAPPED "CIR" FOUND, FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

2. SOUTH 77 DEG. 59 MIN. 44 SEC. WEST, A DISTANCE OF 156.36 FEET TO A 5/8 INCH IRON ROD FOUND, FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

3. NORTH 12 DEG. 57 MIN. 46 SEC. WEST, A DISTANCE OF 3.80 FEET TO A 5/8 INCH IRON ROD CAPPED "WINDROSE" SET, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

4. SOUTH 78 DEG. 23 MIN. 44 SEC. WEST, A DISTANCE OF 94.70 FEET TO A 3/4 INCH IRON ROD (DISTURBED) FOUND, FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

5. SOUTH 77 DEG. 50 MIN. 34 SEC. WEST, A DISTANCE OF 150.22 FEET TO THE **PLACE OF BEGINNING** AND CONTAINING 10.34 ACRES OR 450,608 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 61183-CAT1B, PREPARED BY WINDROSE.

City of Baytown

Planning and Zoning Commission
Report to City Council

DATE: August 13, 2026
TO: City Council
FROM: Planning and Zoning Commission

RE: Zoning Map Amendment from Open Space/Recreation (OR) and General Commercial (GC) to a Freeway Commercial (FC) Zoning District.

This report is required to be submitted to the City Council by the Planning and Zoning Commission per Section 7.23 of the Unified Land Development Code, Baytown Code of Ordinances. This report also serves as the final report to be used by the Council in its consideration of the amendment as set forth in Section 7.2 of the Code.

Requested Action: An amendment to the official zoning map to rezone approximately 10.34 acres from Open Space/Recreation (OR) and General Commercial (GC) to a Freeway Commercial (FC) Zoning District

Applicant: Tony Warner, Archcon US

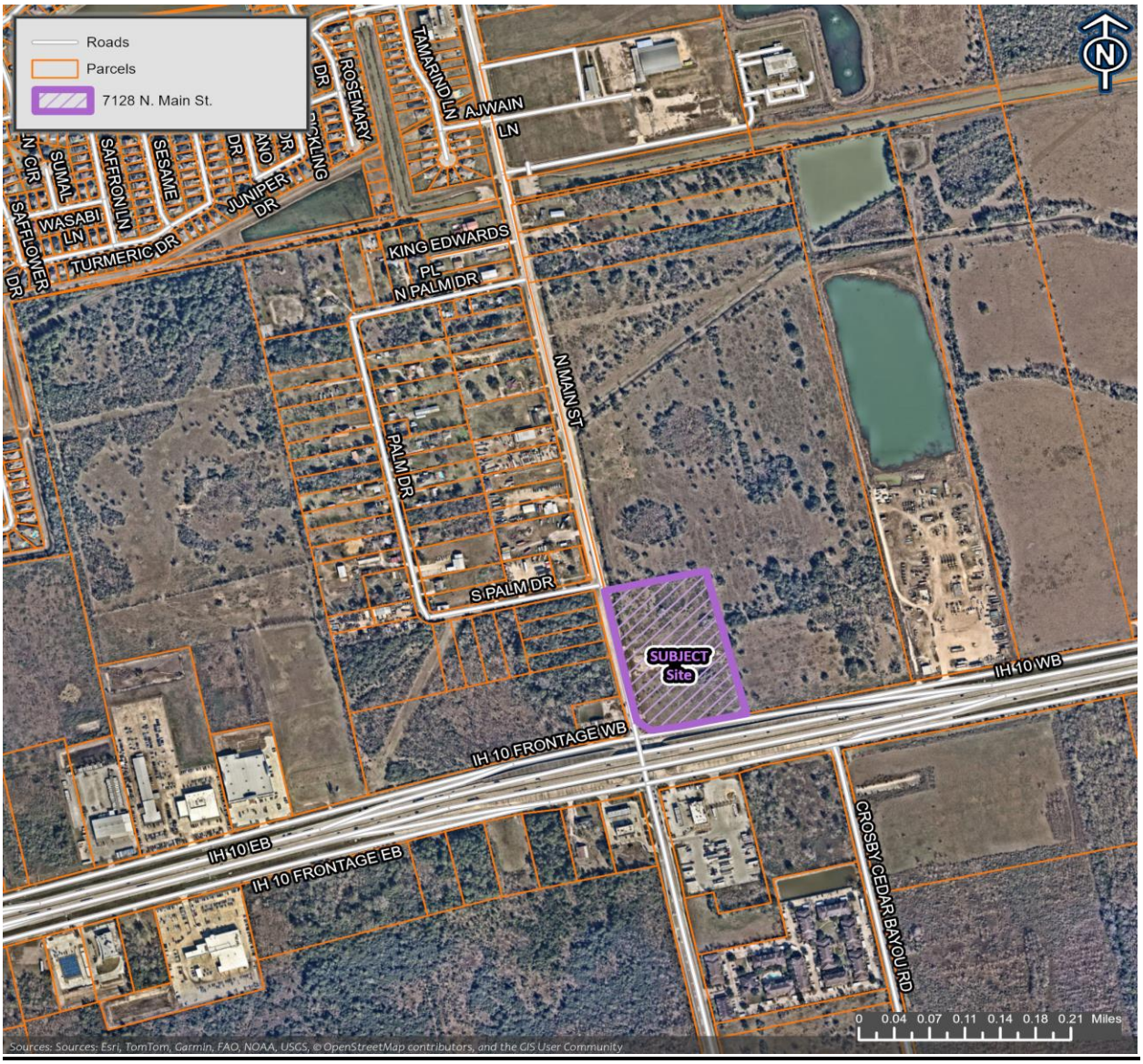
Staff Planner: Tim Chi

Public Notification: On July 9, 2026, notice was published in the *Baytown Sun*; on July 9, 2026, notice was posted on the City of Baytown website and at City Hall; on June 5, 2026, signs were posted on the subject property; and thirteen (13) notices were mailed to property owners within 300 feet of the subject property on July 9, 2026.

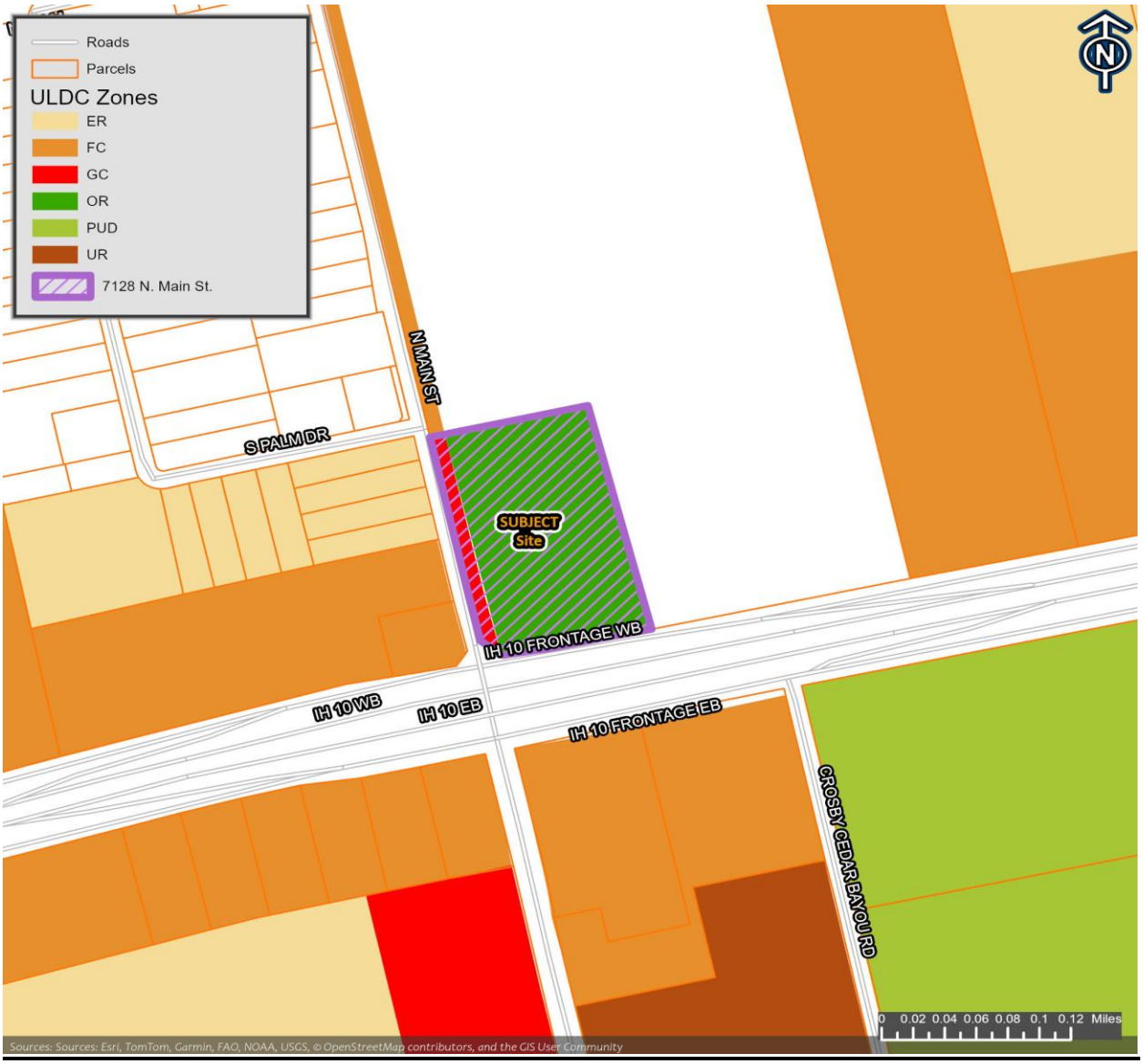
Subject Property: Approximately 10.34 acres, located at the northeastern corner of the intersection of Interstate 10 / East Freeway and N. Main Street, at 7128 N. Main Street, Baytown, Texas 77521, legally described as a tract of land being a portion of Tracts 3C, 3D, 3F, 3G and 51, Abstract 21, G. Ellis Survey, Harris County, Texas (Harris Parcel Number: 0402210000717).

Parcel Information:
Current Use: Undeveloped vacant lot
Proposed Use: Freeway Commercial (FC)
Future Land Use (FLU): Large-Scale Commercial

Adjacent Parcel Information:
North: Extraterritorial Jurisdiction (ETJ)
South: Freeway Commercial (FC)
East: Extraterritorial Jurisdiction (ETJ)
West: Estate Residential (ER) and Freeway Commercial (FC)



Vicinity Map



Current Zoning Map

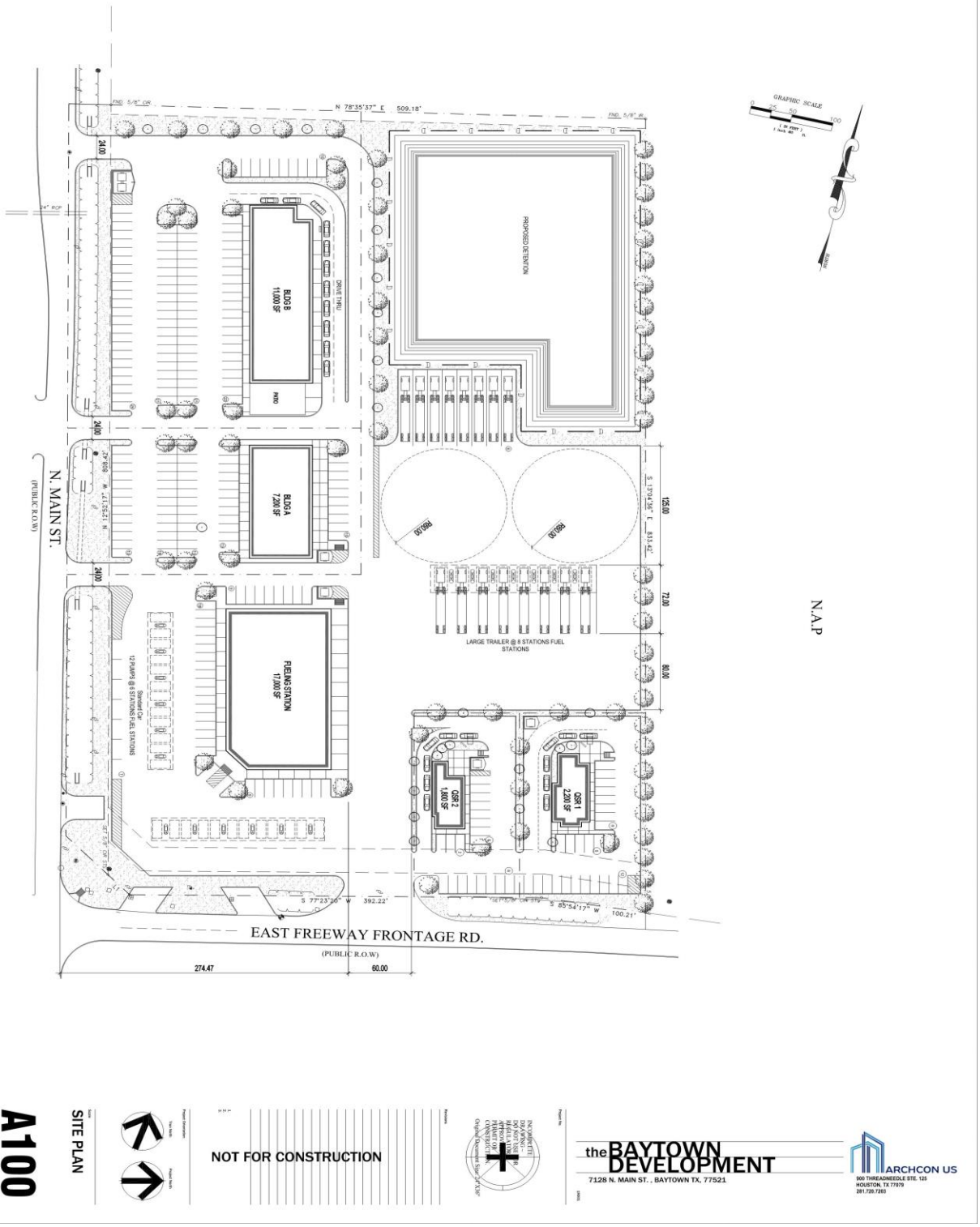
Staff Analysis:

The approximately 10.34-acre subject property includes areas zoned Open Space/Recreation (OR) and General Commercial (GC). The applicant is requesting to rezone the site from Open Space/Recreation (OR) and General Commercial (GC) to Freeway Commercial (FC) to allow for the future development of a gas station, electric vehicle (EV) charging station, and retail center, as discussed during a Development Review Committee (DRC) meeting held in February 2026. The property is located at the northeastern corner of the intersection of Interstate 10/East Freeway and N. Main Street, at 7128 N. Main Street, Baytown, Texas 77521.

The subject property consists of a portion of the 206.35-acre tract that was annexed into the City under Ordinance No. 13,032 in December 2015, and a portion of a 50-foot strip of land adjacent to the east right-of-way of N. Main Street, out of Tracts 3B, 3C, 3F, 3G and 51, Abstract 21, G.

Ellis Survey, Harris County, Texas which was annexed into the City under Ordinance No. 10,619 in June 2007.

According to the City's Unified Land Development Code (ULDC), Article 2, Division 2.2, Subsection 2.23-4, the FC Zoning District is intended to provide for commercial development along heavily traveled collector and arterial roadways. Permitted uses include auto-oriented commercial and service uses, as well as higher-density apartment developments.


GRAPHIC SCALE
N 78°35'37" E 509.18'
FND. 5/8" IR
FND. 5/8" IR
24.00
24.00
24.00
BLDG B
11,000 SF
DRIVE THRU
HYD
BLDG A
7,200 SF
PROPOSED DETENTION
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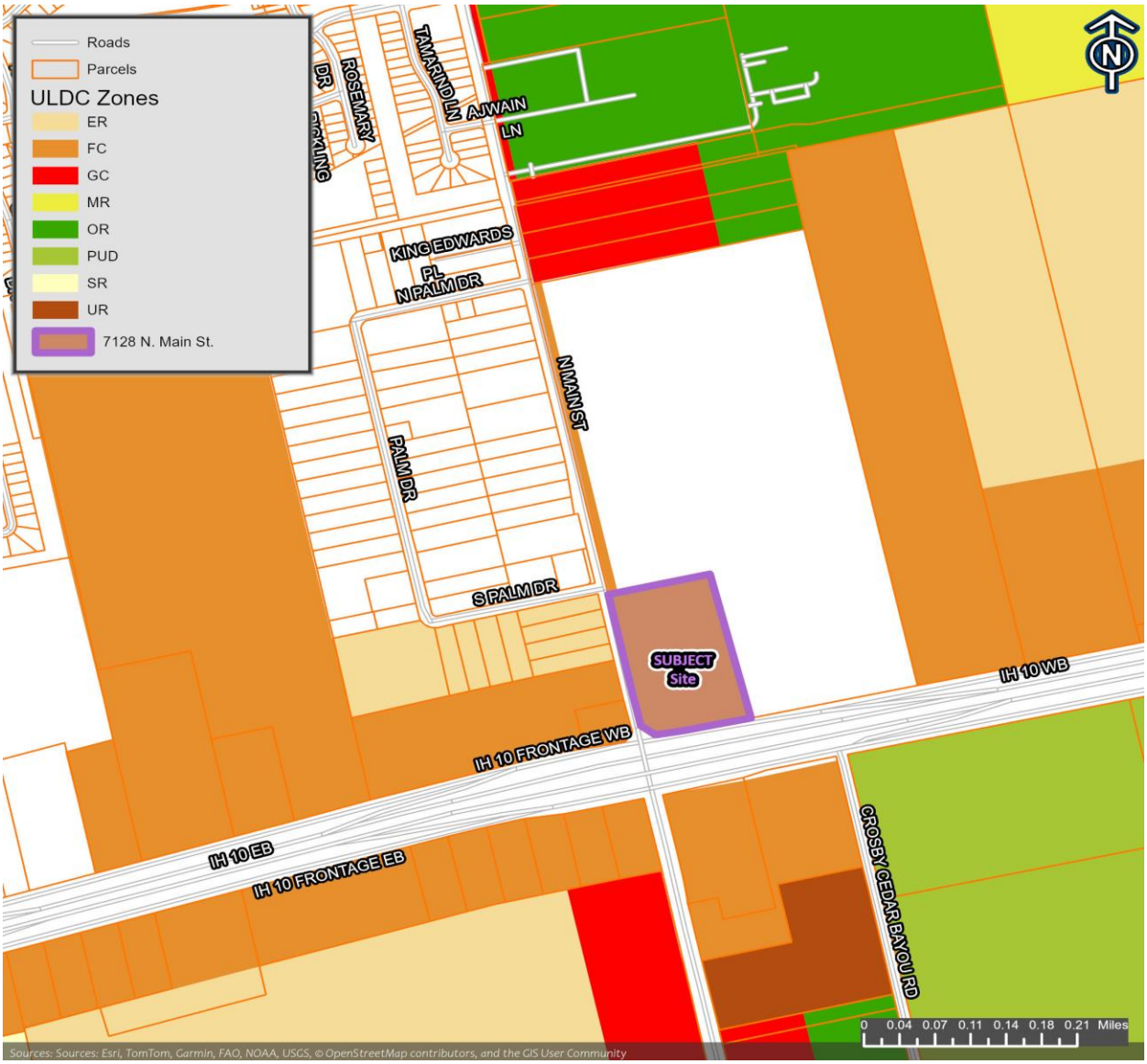
Site Plan

In order to recommend approval of an application for a zoning amendment, the Planning and Zoning Commission shall consider the following factors:

1. **Complies with the applicable standards of the City's Code, the ULDC, and any applicable county, state, or federal requirement.**
   The subject property consists of a portion of the 206.35-acre tract annexed into the City in December 2015, and a portion of a 50-foot strip of land adjacent to the east right-of-way of N. Main Street, out of Tracts 3B, 3C, 3F, 3G and 51, Abstract 21, G. Ellis Survey, Harris County, Texas, which was annexed into the City in June 2007.

   The applicant is requesting to rezone the site from Open Space/Recreation (OR) and General Commercial (GC) to Freeway Commercial (FC) to allow for the future development of a gas station, electric vehicle (EV) charging station, and retail center. Several areas west, south, and east of the subject property are zoned FC, and the applicant's proposed uses are consistent with uses permitted within the FC zoning district.

   Any future development or expansion of the site will be subject to compliance with the City's development standards, Code of Ordinances, and all applicable requirements of the FC Zoning District.



Proposed Zoning Map

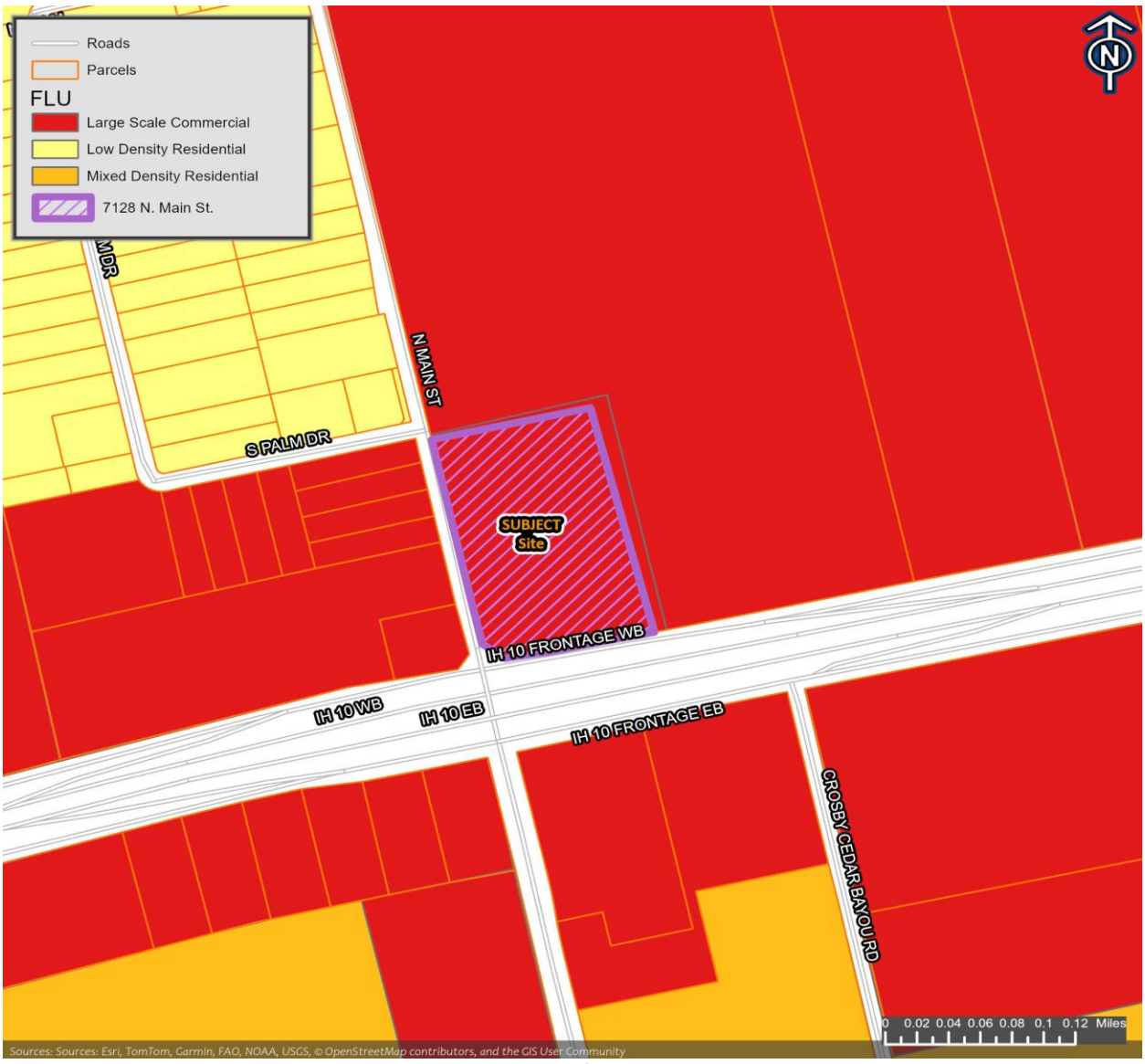
2. **Conforms to any associated prior approval for the development.**
   There is no record of any City-issued permits for the subject property in the City's system. The applicant is requesting to rezone the site from OR and GC to FC. The proposed rezoning will help ensure that any future development or expansion of the site is consistent with current land use regulations and complies with the standards of the FC Zoning District.

3. **Is consistent with the Comprehensive Plan and other adopted plans of the City.**
   The Baytown 2040 Comprehensive Plan provides long-range policy guidance for land use, zoning decisions, and development approvals within the city. As part of the Comprehensive Plan, the Future Land Use Map (FLUM) illustrates the desired pattern of future development based on the goals and policies established in the plan.

   According to the FLUM, the subject property is designated as Large-Scale Commercial. Primary land use types within the Large-Scale Commercial designation include retail and

service uses typically located on sites of three acres or more, offices, restaurant chains, automobile service-related businesses, hotels and motels, and recreational vehicles parks where permitted by zoning.

The applicant is requesting this rezoning to allow for the future development of a gas station, electric vehicle (EV) charging station, and retail center, which is consistent with the Large-Scale Commercial designation identified in the City's Comprehensive Plan.



Future Land Use Map

4. Promotes the purposes of the ULDC.

The proposed rezoning from OR and GC to FC supports the purposes of the ULDC by applying a zoning classification that is consistent with the commercial character of the surrounding area and the future development pattern envisioned for the Interstate 10 corridor. Future development will be subject to the standards of the FC Zoning District and

all applicable provisions of the ULDC, helping to ensure orderly growth, coordinated site design, and compatibility with adjacent development.

5. **Provides adequate infrastructure.**
   A preliminary review of the City's interactive GIS map indicates that wastewater lines are located along the west and south sides of the subject property, and a water line is located along the west side of N. Main Street, across from the subject property.

   Should future development require connection to City utilities, the property owner will be responsible for coordinating with the City's Public Works Department to ensure compliance with all applicable infrastructure and utility standards.

6. **Is compatible with surrounding area.**
   As previously stated, the applicant is requesting to rezone the site from OR and GC to FC to allow for the future development of a gas station, electric vehicle (EV) charging station, and retail center. Several areas west, south, and east of the subject property are zoned FC, and the applicant's proposed uses are consistent with uses permitted within the FC Zoning District.

7. **Advances normal and orderly development and improvement of the surrounding properties.**
   The proposed rezoning from OR and GC to FC will support the normal and orderly development of the surrounding area by allowing land uses that are consistent with existing and anticipated commercial development patterns along the Interstate 10 and N. Main Street. Several nearby properties are currently zoned FC, and the proposed rezoning would promote a more cohesive pattern of development in the area.

   Future development of the subject property will be required to comply with all applicable provisions of the ULDC and other adopted City regulations related to site design, access management, drainage, landscaping, and infrastructure. Compliance with these standards will help ensure that future development is compatible with surrounding properties and contributes to the orderly growth and improvement of the area.

8. **There are changed conditions on the subject property or in its vicinity.**
   The subject property consists of a portion of the 206.35-acre tract annexed into the City in December 2015, and a portion of a 50-foot strip of land adjacent to the east right-of-way of N. Main Street, out of Tracts 3B, 3C, 3F, 3G and 51, Abstract 21, G. Ellis Survey, Harris County, Texas, which was annexed into the City in June 2007. There is no record of any City-issued permits for the subject property in the City's system since its annexation.

9. **Mitigates adverse impacts of the use and development of land on the natural or built environment.**
   The proposed rezoning from OR and GC to FC is not expected to create significant adverse impacts on the natural or built environment. The requested zoning district is consistent with the zoning pattern of surrounding properties to the west, south, and east, many of which are zoned FC.

   Any future development of the subject property will be required to comply with all applicable City codes, ordinances, and development standards. These requirements are intended to mitigate potential impacts on adjacent properties, public infrastructure, and environmental resources through standards related to site design, drainage, landscaping, access

management, and other applicable development regulations. Compliance with these standards will help ensure that future development occurs in a manner that protects public health, safety, and welfare.

10. Addresses community need.

The proposed rezoning from OR and GC to FC will allow for the future development of a gas station, electric vehicle (EV) charging station, and retail center that can provide additional commercial services to residents, businesses, and travelers along the interstate 10 corridor. The proposed uses are consistent with the Large-Scale Commercial designation in the City's FLUM.

The requested rezoning supports the City's planned development pattern by providing opportunities for additional commercial services in an area characterized by existing and anticipated freeway-oriented commercial development. Any future development of the site will be required to comply with all applicable City codes, ordinances, and development standards to ensure compatibility with surrounding properties and the protection of public health, safety, and welfare.

Development Financial Impact Analysis.

The Development Fiscal Impact Analysis (DFIA) prepared for the project indicates that the proposed development is anticipated to generate positive fiscal benefits for the City, including an estimated $150,226 in property tax revenue at buildout and a positive net fiscal impact over the analysis period. These projected revenues may help support the continued provision of municipal services and infrastructure as the area develops.

Commission Recommendation:

The Commission recommended □ approval / □ disapproval of the proposed zoning map amendment from Open Space/Recreation (OR) and General Commercial (GC) to a Freeway Commercial (FC) Zoning District on Tuesday, July 21, 2026.

Donna Winfrey, Chairman
Planning and Zoning Commission
City of Baytown, Texas

CITY COUNCIL MEETING 5. b.

Meeting Date: 08/13/2026
Subject: Consider the first reading for a Voluntary Annexation of approximately 0.998 acres
Prepared for: Martin Scribner, Planning and Development Services
Prepared by: Nai Mongiello, Planning and Development Services
Department: Planning and Development Services

Information

ITEM

Consider an ordinance for the first reading of the proposed voluntary annexation of approximately 0.998 acres at 8220 North State Highway 146 (SH 146).

PREFACE

This proposed ordinance is for the first reading for the proposed annexation of approximately 0.998 acres, located at 8220 North SH 146, legally described as Tract 110-C-0-1 Abstract 4 William Bloodgood League, Chambers County, Texas.

City Council held a public hearing for the annexation of the subject area on July 9, 2026. The second and final reading and council district placement is expected to occur before City Council on August 13, 2026. On June 22, 2026, notice of the public hearing was posted on the City of Baytown's notice board and website and on June 24, 2026, notice was published in The Baytown Sun.

The second and final reading of the ordinance and placement into a City Council District is to be held before City Council on September 10, 2026.

The supporting documents are attached for review.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
This item has no fiscal impact at this time.

Attachments

Ordinance First Reading
Metes and Bounds Description
Vicinity Map
City Limit Map
Services Agreement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, MAKING CERTAIN FINDINGS; PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BAYTOWN, TEXAS, AND THE ANNEXATION OF APPROXIMATELY 0.998 ACRES LOCATED ON THE EAST SIDE OF NORTH STATE HIGHWAY 146 APPROXIMATELY 415 FEET SOUTH OF PINE MEADOWS BOULEVARD, LEGALLY DESCRIBED AS TRACT 110-C-0-1 WILLIAM BLOODGOOD LEAGUE ABSTRACT 4, CHAMBERS COUNTY, TEXAS; WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS FOR THE CITY OF BAYTOWN, TEXAS.

****

WHEREAS, there being no request for an "on-site" hearing, a public hearing before the City Council of the City of Baytown, Texas, where all interested persons were provided with an opportunity to be heard on the proposed annexation of the property described in Section 2 of this ordinance, were held during the City Council meeting on the 9th day of July 2026, in the City Council Chamber of City Hall of the City of Baytown, Texas; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Baytown, Texas, and in the below-described territories on 25th day of June 2026; and

WHEREAS, notice of the public hearing was posted on the City of Baytown's website on 25th day of June 2026; and

WHEREAS, notice of the public hearing was posted on the City of Baytown's notice board on 14th day of May 2026; and

WHEREAS, the notice posted on the City of Baytown's notice board and website remained posted until the date of the hearing referenced in the notice; and

WHEREAS, the total corporate area of the City of Baytown, Texas, on the 1st day of January, 2026, was 41.14 square miles; and

WHEREAS, the population of the City of Baytown, Texas, is approximately 86,700 inhabitants; and

WHEREAS, the below-described property lies within the extraterritorial jurisdiction of the City of Baytown, Texas; and

WHEREAS, it is necessary to include the newly-annexed territory described herein in a Council District; and

WHEREAS, the City Council will hold the First Reading of the Ordinance on the 13th day of August 2026; and

WHEREAS, the City Council will hold the Second Reading of the Ordinance on the 10th day of September 2026; NOW THEREFORE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That all matters and facts set forth in the recitals hereinabove are found to be true and such recitals are hereby approved and made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings by the City Council of the City of Baytown, Texas.

Section 2: That the following described land and territories lying adjacent to and adjoining the City of Baytown are hereby added and annexed to the City of Baytown, Texas, and shall hereinafter be included within the boundary limits of the City of Baytown, Texas, and present boundary limits of such City, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits of the City of Baytown, Texas, to-wit:

SEE EXHIBIT "A"

Section 3: The above-described territories and the areas so annexed shall be a part of the City of Baytown, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the City of Baytown, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Baytown and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Baytown, Texas.

Section 4: In accordance with Texas Local Government Code §43.056, as amended, the service plan prepared by the City for providing municipal services to the annexed areas is hereby attached hereto as Exhibit “B”, and is incorporated herein by this reference for all intents and purposes.

Section 4: This ordinance shall be published and passed in the manner provided in Article 1, Section 9, of the Charter of the City of Baytown, Texas.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 13th day of August 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

BOHLER // EXHIBIT B

2600 Network Boulevard
Suite 310
Frisco, Texas 75034
469 - 458 - 7300

FIELD DESCRIPTION:

BEING A 0.9978 ACRE PARCEL OF LAND SITUATED IN THE WILLIAM BLOODGOOD LEAGUE, ABSTRACT NO. 4, CITY OF BAYTOWN, CHAMBERS COUNTY, TEXAS, BEING THE REMAINING PORTION OF A 1.088 ACRE TRACT OF LAND CONVEYED TO GILBREATH & COMPANY BY SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 2020-149680, DEED RECORDS, CHAMBERS COUNTY, TEXAS (D.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2-INCH ORANGE-CAPPED IRON ROD, STAMPED "SURVEY 1" ON THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 146, A 120-FOOT PUBLIC RIGHT-OF-WAY, BEING THE NORTHWEST CORNER OF A LEASE AGREEMENT BETWEEN JSCJ MANU DIST. INC. (LESSOR) AND GILBREATH & COMPANY (LEASEE), RECORDED IN INSTRUMENT NO. 2012-76724, D.R.C.C.T.

THENCE NORTH 12 DEGREES 19 MINUTES 48 SECONDS EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 146, A DISTANCE OF 133.23 FEET TO A POINT FOR CORNER, FROM WHICH A FOUND 1/2-INCH IRON ROD FOR REFERENCE BEARS SOUTH 48 DEGREES 06 MINUTES 44 SECONDS EAST, A DISTANCE OF 0.60 FEET, BEING THE SOUTHWEST CORNER OF A 20-FOOT UTILITY EASEMENT, RECORDED IN INSTRUMENT NO. 2003-8749, D.R.C.C.T., BEING THE SOUTHWEST CORNER OF A 15-FOOT NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT, RECORDED IN VOLUME 581, PAGE 120, D.R.C.C.T., AND BEING THE NORTHWEST CORNER OF A 13.65-FOOT INGRESS AND EGRESS EASEMENT, RECORDED IN VOLUME B, PAGE 169, D.R.C.C.T.;

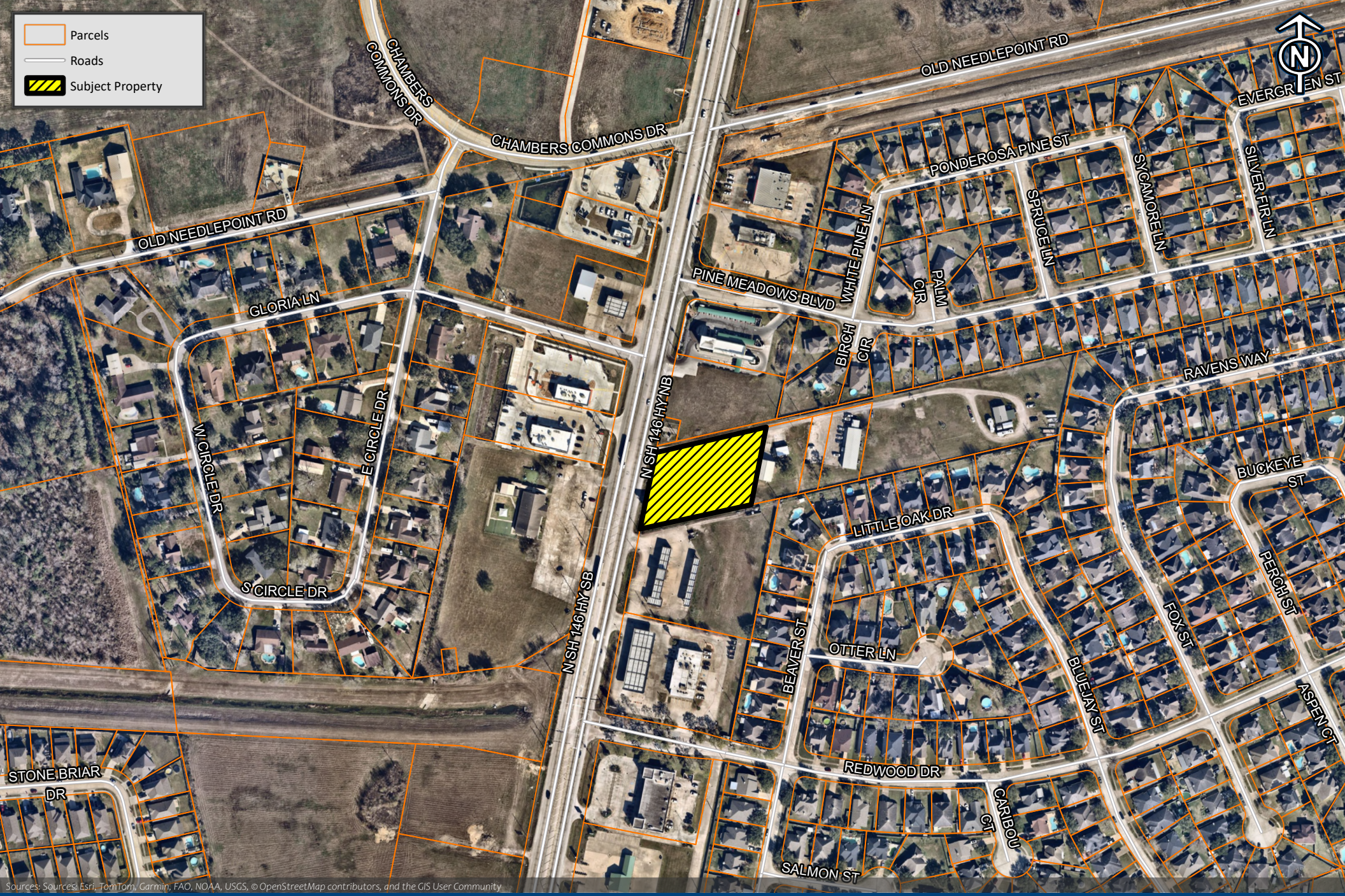
THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 77 DEGREES 28 MINUTES 24 SECONDS EAST, ALONG THE COMMON LINE OF SAID INGRESS/EGRESS EASEMENTS, A DISTANCE OF 269.15 FEET TO A FOUND 1/2-INCH YELLOW-CAPPED IRON ROD (BROKEN CAP), BEING THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO TAMMY TRAPP, RECORDED IN INSTRUMENT NO. 2023-10901-S, OFFICIAL PUBLIC RECORDS, CHAMBERS COUNTY, TEXAS;

THENCE SOUTH 12 DEGREES 08 MINUTES 50 SECONDS WEST, ALONG THE WEST LINE OF SAID TRAPP PARCEL, A DISTANCE OF 193.94 FEET TO A FOUND 1/2-INCH ORANGE-CAPPED IRON ROD, STAMPED "MCHANDLER 5292", BEING ON THE NORTH LINE OF SAID LOT 2;

THENCE SOUTH 77 DEGREES 34 MINUTES 29 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 2, TO A FOUND 1/2-INCH ORANGE-CAPPED IRON ROD, STAMPED "MCHANDLER 5292", AT DISTANCE OF 125.20 FEET, BEING THE EAST CORNER OF SAID LEASE AGREEMENT;

THENCE NORTH 77 DEGREES 40 MINUTES 12 SECONDS WEST, ALONG THE NORTH LINE OF SAID LEASE AGREEMENT, A DISTANCE OF 131.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 43,464 SQUARE FEET OR 0.9978 OF AN ACRE OF LAND, MORE OR LESS.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE § 138.95, AND DOES REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



Annexation

8220 North State Highway 146

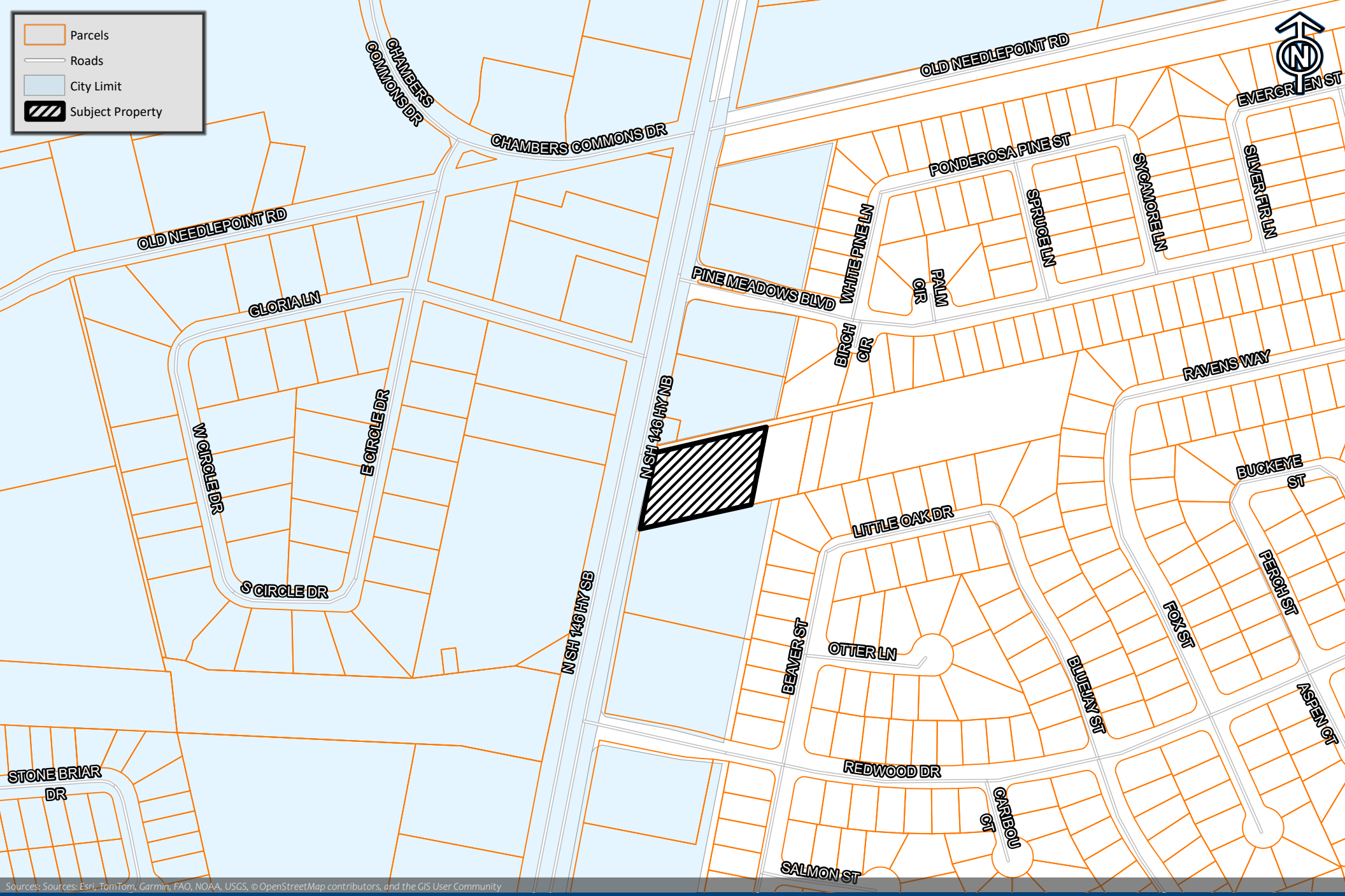
Approximately 0.998 acres

CCAD# 37047

0 75 150 220 300 US Feet

The City of Baytown makes no warranty, representation, or guarantee regarding the accuracy of this map. This map is intended for display purposes only and does not replace official recorded documents.

Date: 4/22/2026



Sources: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Annexation

8220 North State Highway 146

Approximately 0.998 acres

CCAD# 37047

0 75 150 220 300 US Feet

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Date: 4/22/2026

Services Agreement

STATE OF TEXAS §
§
COUNTY OF HARRIS §

WHEREAS, Brett Gilbreath, Director of Gilbreath & Company (the "Owner"), the owner of the property more specifically identified in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property"); and

WHEREAS, the Owner has requested annexation of the Property; and

WHEREAS, pursuant to Section 43.0672 of the Texas Local Government Code, the City of Baytown (the "City") and the Owner desire to enter into this Services Agreement (this "Agreement") in order to govern the provision of service to the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and the Owner (collectively the "Parties") do hereby mutually agree as follows:

1. Services to be provided. The Parties agree that upon annexation, the City will provide the following services, which shall be provided at a comparable level to that provided to other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected on the Property as of the date hereof:

   a. Fire. The City, through its Fire Department, will provide fire and emergency medical services to the Property.

   b. Police. The City, through its Police Department, will provide law enforcement services to the Property.

   c. Health. The City, through its Health Department, will provide services pertaining to environmental health, neighborhood protection, storm water, and animal control to the Property.

   d. Planning and Development. The City, through its Planning and Development Services Department, will provide development and building services to the Property, including code enforcement services.

   e. Utility. The City through, its Public Works, Engineering and Finance Departments, will provide water, sewer, storm sewer, and garbage services to the area. Any infrastructure improvements necessary for the Property to receive these services from the existing City infrastructure shall be the sole responsibility of the Owner. Additionally, any additional infrastructure improvements, necessitated by proposed future development, shall be the sole responsibility of the Owner.

   The Parties understand and agree that the City is not required to provide a service that is not included in this Agreement. However, nothing herein shall be construed to preclude the City from providing a service in the future if it chooses to do so.

2. Term. This Agreement shall commence on the date of the annexation of the Property by the City and shall terminate one year after the services referenced in Section 1 have first been provided to the Property.

3. Remedies. Should the City fail to provide the services within the time period specified in Section 1 hereof, the Owner shall give written notice of such failure to the City and provide an opportunity for the City to provide such services. The City shall not be in default hereof if the City is diligently

prosecuting the work necessary to provide the services. If the breach is not timely cured, the Owner's sole remedy is to seek disannexation. If the property is disannexed, the City shall be relieved of any and all obligations to provide those services specified in Section 1 hereof to the Property.

4. Miscellaneous Provisions.

(a) Notice. Notices required herein shall be delivered in hand or by registered or certified US mail to the City at the following address:

City of Baytown
Attn: City Manager
2401 Market Street
Baytown, Texas 77520

Notice to the Owner may be addressed to Owner at the address indicated on the most recent Harris County property tax roll for the Property.

(b) Severability. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, then the remainder of this Agreement shall remain in full force and effect.

(c) Non-waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

(d) Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

(e) Headings. The headings appearing at the first of each numbered section in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.

(f) Governing Law. This Agreement shall be governed by the laws of the State of Texas and construed in conformity with the provisions of Sections 43.0672 of the Texas Local Government Code. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

(g) Venue. Venue for this Agreement shall be in Harris County, Texas.

(h) Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

(i) Complete Agreement. This Agreement contains all the agreements of the Owner and the City relating to the subject matter hereof and is the full and final expression of the agreement between such parties. This Agreement may be amended only by written agreement signed by the Owner and the City.

(j) Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

(k) Authority. The Owner covenants that he/she/it has the authority to enter into this Agreement by virtue of being the owner of the Property. Additionally, the officers executing this Agreement on behalf of the Owner hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

Entered into this_____day of_____, 2026.

CITY OF BAYTOWN

_____
JASON REYNOLDS, City Manager

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

OWNER:

_____
(Signature)

BRET GILBREATH
_____
(Printed Name)

President
_____
(Title)

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, Tanya T. Anderson, the undersigned notary public, on this day personally appeared Bret E. Gilbreath, the President of the

X known to me
_____ proved to me on the oath of_____or
_____ proved to me through his/her current_____{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3 day of August, 2026.

Tanya T. Anderson
_____
Notary Public, State of Texas

TANYA T. ANDERSON NOTARY PUBLIC STATE OF TEXAS ID #12988224-2 EXPIRES 08/07/2026

BOHLER // EXHIBIT B

2600 Network Boulevard
Suite 310
Frisco, Texas 75034
469 - 458 - 7300

FIELD DESCRIPTION:

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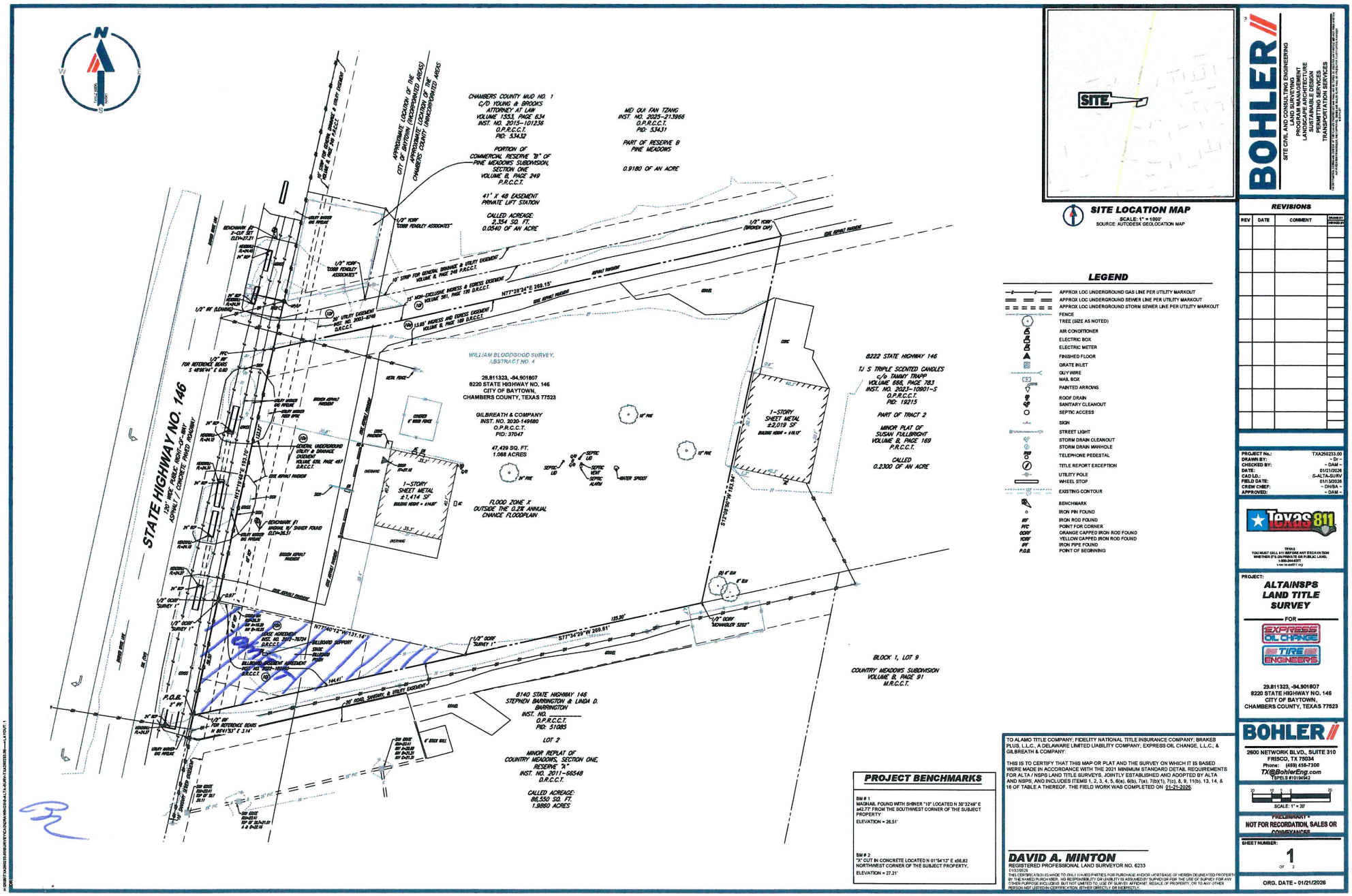
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SITE LOCATION MAP
SCALE: 1" = 1000'
SOURCE: AUTODESK GEOLOCATION MAP

LEGEND

- APPROX LOC UNDERGROUND GAS LINE PER UTILITY MARKOUT
- APPROX LOC UNDERGROUND SEWER LINE PER UTILITY MARKOUT
- APPROX LOC UNDERGROUND STORM SEWER LINE PER UTILITY MARKOUT
- FENCE
- TREE (SIZE AS NOTED)
- AIR CONDITIONER
- ELECTRIC BOX
- ELECTRIC METER
- FINISHED FLOOR
- GRATE INLET
- GUY WIRE
- MAIL BOX
- PAINTED ARROWS
- ROOF DRAIN
- SANITARY CLEANOUT
- SEPTIC ACCESS
- SIGN
- STREET LIGHT
- STORM DRAIN CLEANOUT
- STORM DRAIN MANHOLE
- TELEPHONE PEDESTAL
- TITLE REPORT EXCEPTION
- UTILITY POLE
- WHEEL STOP
- EXISTING CONTOUR
- BENCHMARK
- IRON PIN FOUND
- IRF IRON ROD FOUND
- PFC POINT FOR CORNER
- ODIRF ORANGE CAPPED IRON ROD FOUND
- YCIRF YELLOW CAPPED IRON ROD FOUND
- IPF IRON PIPE FOUND
- P.O.B. POINT OF BEGINNING

PROJECT BENCHMARKS

BM # 1
MAGNAIL FOUND WITH SHINER "18" LOCATED N 30°32'48" E ±42.77' FROM THE SOUTHWEST CORNER OF THE SUBJECT PROPERTY
ELEVATION = 26.51'

BM # 2
"X" CUT IN CONCRETE LOCATED N 01°54'13" E ±56.82 NORTHWEST CORNER OF THE SUBJECT PROPERTY.
ELEVATION = 27.21'

TO ALAMO TITLE COMPANY; FIDELITY NATIONAL TITLE INSURANCE COMPANY; BRAKES PLUS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY; EXPRESS OIL CHANGE, L.L.C., & GILBREATH & COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11(b), 13, 14, & 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 01-21-2026.

DAVID A. MINTON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6233
01/23/2026
THIS CERTIFICATION IS MADE TO ONLY NAMED PARTIES FOR PURCHASE AND/OR MORTGAGE OF HEREIN DELINEATED PROPERTY BY THE NAMED PURCHASERS. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY SURVEYOR FOR THE USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO, USE OF SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY.

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND DEVELOPMENT
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABILITY SERVICES
PERMITTING SERVICES
TRANSPORTATION SERVICES

REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY

PROJECT No.:	TXA250233.00
DRAWN BY:	- Dr -
CHECKED BY:	- DAM -
DATE:	01/21/2026
CAD I.D.:	S-ALTA-SURV
FIELD DATE:	01/1/2026
CREW CHIEF:	- DN/BA -
APPROVED:	- DAM -

Texas 811
TEXAS
YOU MUST CALL 811 BEFORE ANY EXCAVATION WHETHER IT'S ON PRIVATE OR PUBLIC LAND.
1-800-344-8377
www.texas811.org

PROJECT:
ALTA/NSPS LAND TITLE SURVEY
FOR
EXPRESS OIL CHANGE
TIRE ENGINEERS

29.811323, -94.901807
8220 STATE HIGHWAY NO. 146
CITY OF BAYTOWN,
CHAMBERS COUNTY, TEXAS 77523

BOHLER
2600 NETWORK BLVD., SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPELS #10194342

SCALE: 1" = 30'

PRELIMINARY
NOT FOR RECORDATION, SALES OR CONVEYANCES

SHEET NUMBER: 1 OF 2

ORG. DATE - 01/21/2026

CITY COUNCIL MEETING 5. c.

Meeting Date: 08/13/2026
Subject: Consider - Second reading of the Limited Purpose Annexation of approximately 356.99 acres
Prepared by: Nai Mongiello, Planning and Development Services
Department: Planning and Development Services

Information

ITEM

Consider an ordinance for the second reading of the proposed Limited Purpose Annexation of approximately 356.99 acres, located generally east of North Main Street, west of Hadden Road and north of East Wallisville Road.

PREFACE

This proposed ordinance is the second reading regarding the proposed limited purpose annexation of approximately 356.99 acres, legally described as Tracts 6-11, Abstract No. 21, George Ellis Survey, Harris County, Texas.

The City Council held two public hearings for the annexation of the subject area on June 11, 2026, and the first reading on July 9, 2026. The public hearing was posted in the Baytown Sun, on the City of Baytown's notice board and website on May 28, 2026. The ordinance for the first reading was posted in the Baytown Sun on July 14, 2026.

In 2022, City Council approved an amendment to an existing development agreement, approved in 2018, with Friendswood Development Company for the extension of Baytown Crossings. Upon completion, this section will add 1,175 single-family residential lots to the 2,002 single-family residential lots approved with the original agreement. The development agreement called for a Strategic Partnership Agreement (SPA) between the City of Baytown and MUD 213-A and limited purpose annexation of the area. The original SPA was completed in 2019 and an amendment to the SPA was approved by City Council on July 9, 2026. The limited purpose annexation is the next step in fulfilling this agreement.

Supporting Documents are attached for review.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
There is no fiscal impact associated with this item.

Attachments

Ordinance LPA Second Reading
Metes and Bounds Description
Vicinity Map
Strategic Partnership Agreement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BAYTOWN, TEXAS, FOR A LIMITED PURPOSE ONLY TO INCLUDE APPROXIMATELY 356.99 ACRES OF LAND IN THE CITY'S EXTRATERRITORIAL JURISDICTION, GENERALLY LOCATED EAST OF NORTH MAIN STREET AND WEST OF HADDEN ROAD APPROXIMATELY 2,670 FEET NORTH OF THE INTERSECTION OF GARTH AND EAST WALLISVILLE ROADS AND APPROXIMATELY 2,000 FEET NORTH OF THE INTERSECTION OF EAST WALLISVILLE ROAD AND HADDEN ROAD, LEGALLY DESCRIBED AS TRACTS 6-11, GEORGE ELLIS SURVEY ABSTRACT NO. 21, HARRIS COUNTY, TEXAS, WHICH SAID TERRITORIES LIE ADJACENT TO AND ADJOIN THE PRESENT BOUNDARY LIMITS FOR THE CITY OF BAYTOWN, TEXAS; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

****

WHEREAS, there being no request for an "on-site" hearing, two public hearings before the City Council of the City of Baytown, Texas, where all interested persons were provided with an opportunity to be heard on the proposed limited purpose annexation of the property described in Section 1 of this ordinance, were held, during the City Council meetings on the 11th day of June, 2026, in the City Council Chamber of the City Hall of the City of Baytown, Texas, which date is not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, notices of such public hearings were published in a newspaper having general circulation in the City of Baytown, Texas, and in the below described territories on the 28th day of May, 2026, which date is not more than twenty (20) nor less than ten (10) days prior to the dates of the public hearings; and

WHEREAS, a notice of such public hearings was posted on the City of Baytown's website on the 28th day of May, 2026, which date is not more than twenty (20) nor less than ten (10) days prior to the date of the public hearings and remained posted until the date of the applicable hearings; and

WHEREAS, the total corporate area of the City of Baytown, Texas, on the 1st day of January, 2026, was 41.14 square miles; and

WHEREAS, the population of the City of Baytown, Texas, is approximately 86,700 inhabitants; and

WHEREAS, the below described territories lie within the extraterritorial jurisdiction of the City of Baytown, Texas; and

WHEREAS, the below described territories lie adjacent to and adjoin the City of Baytown, Texas; and

WHEREAS, the City Council held the First Reading of the Ordinance on the 9th day of July 2026; and

WHEREAS, the City Council will hold the Second Reading of the Ordinance on the 13th day of August 2026;

NOW THEREFORE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the area herein annexed by the City for a limited purpose only will cause an area to be entirely surrounded by the City of Baytown. As such, the City Council of the City of Baytown, Texas, hereby finds that surrounding the area by this limited purpose annexation is in the public interest.

Section 2: That the following described land and territories lying adjacent to and adjoining the City of Baytown are hereby added and annexed to the City of Baytown, Texas, for a limited purpose pursuant to the Strategic Partnership Agreement between Friendswood Development Company and the City of Baytown, and shall be subject to the terms and conditions of said agreement:

SEE EXHIBIT "A"

Section 3: This ordinance shall be published and passed in the manner provided in Article 1, Section 9, of the Charter of the City of Baytown, Texas.

INTRODUCED, READ and PASSED on the SECOND READING this the 13th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

Tract 6:

A **METES & BOUNDS** description of a certain 86.268 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of the called 28.865 and 57.486 acre tracts described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property; said 86.268 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 1/2-inch iron rod with Chandler plastic cap found at the northeast corner of said 28.865 acres, common with the southeast corner of a called 5.000 acre tract of land described in the deed to Man K. Wang, Jian Ming Guan and David Ho, recorded under Clerk's File Number 20070437059 of the Harris County Official Public Records of Real Property and being in the westerly line of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records;

THENCE, South 12 Degrees 22 Minutes 14 Seconds East, with the easterly line of said 28.865 acres, common with the westerly lines of Lots 3 and 2, Block 19 of said Elena Fruit & Cotton Farms plat, a distance of 528.75 feet to a 5/8-inch iron rod found at the southeast corner of said 28.865 acres, common with the northeast corner of said 57.486 acres;

THENCE, South 12 Degrees 26 Minutes 10 Seconds East, with the easterly line of said 57.486 acres, common with the westerly lines of Lots 2 and 1, Block 19 of said Elena Fruit & Cotton Farms plat a distance of 1178.47 feet to the southeast corner of said 57.486 acres, common with the northeast corner of a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property and from which a found 5/8-inch iron rod with cap stamped Landtech bears, South 14 Degrees 22 Minutes 54 Seconds East, a distance of 0.55 feet;

THENCE, with the southerly line of said 57.486 acres, common with the northerly line of said 15.358 acres the following 4 calls;

1. South 77 Degrees 53 Minutes 23 Seconds West, a distance of 784.22 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the beginning of a curve to the right;

2. With said curve turning to the right, having a radius of 1587.28 feet, a chord bearing of South 89 Degrees 36 Minutes 34 Seconds West, a chord length of 644.83 feet and an arc length of 649.35 feet, to a found 5/8-inch iron rod;

3. North 78 Degrees 40 Minutes 15 Seconds West, a distance of 260.62 feet to a found 5/8-inch iron rod at the beginning of a curve to the left;

RP-2023-37166

4. With said non tangent curve turning to the left, having a radius of 1687.28 feet, a chord bearing of North 89 Degrees 47 Minutes 12 Seconds West, a chord length of 651.02 feet and an arc length of 655.13 feet, to a found 5/8-inch iron rod with cap stamped Landtech;

THENCE, South 79 Degrees 05 Minutes 39 Seconds West, continuing with said common line, a distance of 116.41 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the southwest corner of said 57.486 acres, common with the northwest corner of said 15.358 acres and being in the easterly right-of-way line of Garth Road (right-of-way varies);

THENCE, North 10 Degrees 54 Minutes 06 Seconds West, with the westerly lines of said 57.486 and 28.865 acres, common with the easterly right-of-way line of said Garth Road, a distance of 1328.80 feet to the northwest corner of said 28.865 acres, common with the southwest corner of a called 28.8505 acre tract described in the deed to Five Star Builders, Inc, recorded under Clerk's File Number RP-2018-139058 of the Harris County Official Public Records of Real Property and from which a found 1/2-inch iron rod bears, South 77 Degrees 49 Minutes 33 Seconds West, a distance of 1.15 feet;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, with the northerly line of said 28.865 acres, common with the southerly lines of said 28.8505 and 5.000 acres, a distance of 2370.00 feet to the **POINT OF BEGINNING, CONTAINING** 86.268 acres of land in Harris County, Texas as shown on drawing number 16032 in the offices of Jones|Carter in Bellaire, Texas.

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RP-2023-37166

Tract 7:

A **METES & BOUNDS** description of a certain 41.640 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954415 of the Harris County Official Public Records of Real Property; said 41.640 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 1-inch iron pipe found at the southeast corner of said Lot 3, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, South 77 Degrees 56 Minutes 08 Seconds West, with the southerly line of said Lot 3, common with the northerly line of said 120 acres, a distance of 1351.57 feet to a 1/2-inch iron rod with BHA plastic cap found at the northeast corner of a called 58.5511 acre tract described in the deed to Goose Creek Consolidated Independent School District, recorded under Clerk's File Number RP-2018-302358 of the Harris County Official Public Records of Real Property, common with the northwest corner of said 120 acres;

THENCE, South 77 Degrees 49 Minutes 42 Seconds West, with the southerly line of said Lot 3, common with the northerly line of said 58.5511 acres, a distance of 1263.83 feet to the southwest corner of said Lot 3 and from which a found 1/2-inch iron rod bears, South 78 Degrees 17 Minutes 02 Seconds West, a distance of 1.75 feet;

THENCE, North 12 Degrees 26 Minutes 10 Seconds West, with the westerly line of said Lot 3, common with the easterly lines of a called 33.119 acre tract described in the deed to SCI Texas Funeral Services, Inc., recorded under Clerk's File Number RP-2016-119789 of the Harris County Official Public Records of Real Property and a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property, a distance of 694.84 feet to a 3/4-inch iron rod (with cap stamped "Jones | Carter property corner") set at the southwest corner of a called 6.001 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 54 Minutes 33 Seconds East, with the southerly line of said 6.001 acres, a distance of 2614.56 feet to a 5/8-inch iron rod with Landtech plastic cap found at the southeast corner of said 6.001 acres and being in the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3;

RP-2023-37166

THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with said common line, a distance of 693.69 feet to the **POINT OF BEGINNING, CONTAINING** 41.640 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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RP-2023-37166

Tract 8:

A **METES & BOUNDS** description of a certain 150.113 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of Lots 1, 2 and 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954415 of the Harris County Official Public Records of Real Property; said 150.113 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of said Lot 3, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, a distance of 793.69 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of a called 6.001 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records of Real Property and being the **POINT OF BEGINNING** of the herein described tract

THENCE, South 77 Degrees 54 Minutes 33 Seconds West, with the northerly line of said 6.001 acres, a distance of 2614.44 feet to a 5/8-inch iron rod with Landtech plastic cap found at the northwest corner of said 6.001 acres and being in the westerly line of said Lot 3, common with the easterly line of a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 26 Minutes 10 Seconds West, with the westerly lines of said Lot 3 and Lot 2, common with the easterly lines of said 15.358 acres and a called 57.486 acre tract described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property, a distance of 1179.02 feet to a 5/8-inch iron rod found at the northeast corner of said 57.486 acres, common with the southeast corner of a called 28.865 acre tract described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 22 Minutes 14 Seconds West, with the westerly lines of said Lot 2 and Lot 1, common with the easterly lines of said 28.865 acres, a called 5.000 acre tract described in the deed to Man K. Wang, et al, recorded under Clerk's File Number 20070437059 of the Harris County Official Public Records of Real Property, a called 28.8505 acre tract described in the deed to Five Star Builders, Inc., recorded under Clerk's File Number RP-2018-139058 of the Harris County Official Public Records of Real Property and a called 14.044 acre tract described in the deed to Word of Faith Fellowship

RP-2023-37166

Church, recorded under Clerk's File Number U757159 of the Harris County Official Public Records of Real Property, a distance of 1321.35 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of said 14.044 acres, common with the northwest corner of said Lot 1 and being in the southerly line of a called 119.398 acre tract described in the deed to Forestar (USA), recorded under Clerk's File Number RP-2021-55748 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 47 Minutes 24 Seconds East, with the northerly line of said Lot 1, common with the southerly line of said 119.398 acres, a distance of 1206.67 feet to a 5/8-inch iron rod found at the southeast corner of said 119.398 acres, common with the southwest corner of a called 6.400 acre tract described in the deed to Carlos Benavides, recorded under Clerk's File Number 20150187373 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 48 Minutes 25 Seconds East, with the northerly line of said Lot 1, common with the southerly lines of said 6.400 acres and a called 6.839 acre tract described in the deed to Ivan Leija, recorded under Clerk's File Number RP-2021-166816 of the Harris County Official Public Records of Real Property, a distance of 1403.17 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the southeast corner of said 6.839 acres, common with the northeast corner of said Lot 1 and being in the westerly right-of-way line of said North Main Street;

THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with the easterly lines of said Lots 1, 2 and 3, common with said westerly right-of-way line, a distance of 2505.41 feet to the **POINT OF BEGINNING, CONTAINING** 150.113 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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RP-2023-37166

Tract 9:

A **METES & BOUNDS** description of a certain 15.762 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of Lot 3 as shown on the plat for the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records and described in the deed to Malcom O Brown and Helen Joyce Brown, recorded under Clerk File Number D574011 of the Harris County Official Public Records of Real Property; said 15.762 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of said Lot 3, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 3, a distance of 261.70 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said Lot 3, common with the southwest corner of Lot 4 of said A.M. Dalquist Estates;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said Lot 3, common with the southerly line of said Lot 4, a distance of 2623.56 feet to the northeast corner of said Lot 3, common with the southeast corner of said Lot 4 and being in the westerly line of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records;

THENCE, South 12 Degrees 30 Minutes 09 Seconds East, with the easterly line of said lot 3, common with the westerly line of said Lot 19, a distance of 261.70 feet to a 5/8-inch iron rod with Landtech Cap found at the northeast corner of said 31.574 acres, common with the southeast corner of said Lot 3;

RP-2023-37166

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly line of said 31.574 acres, common with the southerly line of said Lot 3, a distance of 2623.54 feet to the **POINT OF BEGINNING, CONTAINING** 15.762 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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RP-2023-37166

Tract 10:

A **METES & BOUNDS** description of a certain 15.762 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of Lot 4 as shown on the plat for the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records and described in the deed to Malcom O Brown and Helen Joyce Brown, recorded under Clerk File Number D574010 of the Harris County Official Public Records of Real Property; said 15.762 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of Lot 3, of said A.M. Dalquist Estates, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 3, a distance of 261.70 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said Lot 3, common with the southwest corner of said Lot 4 and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 4, a distance of 261.70 feet to a 1-inch iron bar found at the northwest corner of said Lot 4, common with the southwest corner of Lot 5, of said A.M. Dalquist Estates;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said Lot 4, common with the southerly line of said Lot 5, a distance of 2623.57 feet to the northeast corner of said Lot 4, common with the southeast corner of said Lot 5 and being in the westerly line of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records;

THENCE, South 12 Degrees 30 Minutes 09 Seconds East, with the easterly line of said lot 4, common with the westerly line of said Lot 19, a distance of 261. 70 feet to a 3/4-inch iron rod (with cap stamped

RP-2023-37166

"Jones | Carter property corner") set at the northeast corner of said Lot 3, common with the southeast corner of said Lot 4;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly line of said Lot 3, common with the southerly line of said Lot 4, a distance of 2623.56 feet to the **POINT OF BEGINNING, CONTAINING** 15.762 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones | Carter in Bellaire, Texas.

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RP-2023-37166

Tract 11:

A **METES & BOUNDS** description of a certain 47.428 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of the south one half of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954414 of the Harris County Official Public Records of Real Property; said 47.428 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of Lot 3 as shown on the plat of the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said 31.574 acres, common with the southerly line of said Lot 3, a distance of 2623.54 feet to a 5/8-inch iron rod with Landtech Cap found at the northeast corner of said 31.574 acres, common with the southeast corner of said Lot 3, the northwest corner of a called 31.912 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records, in the westerly line of said Lot 19 and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 09 Seconds West, with the easterly line of said lot 3 and Lots 4 and 5 of said A.M. Dalquist Estates, common with the westerly line of said Lot 19, a distance of 793.89 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of the south one half of said Lot 19;

THENCE, North 77 Degrees 59 Minutes 28 Seconds East, with the northerly line of the south one half of said Lot 19, a distance of 2618.71 feet to a 3/4-inch iron rod (with cap stamped "Jones| Carter

RP-2023-37166

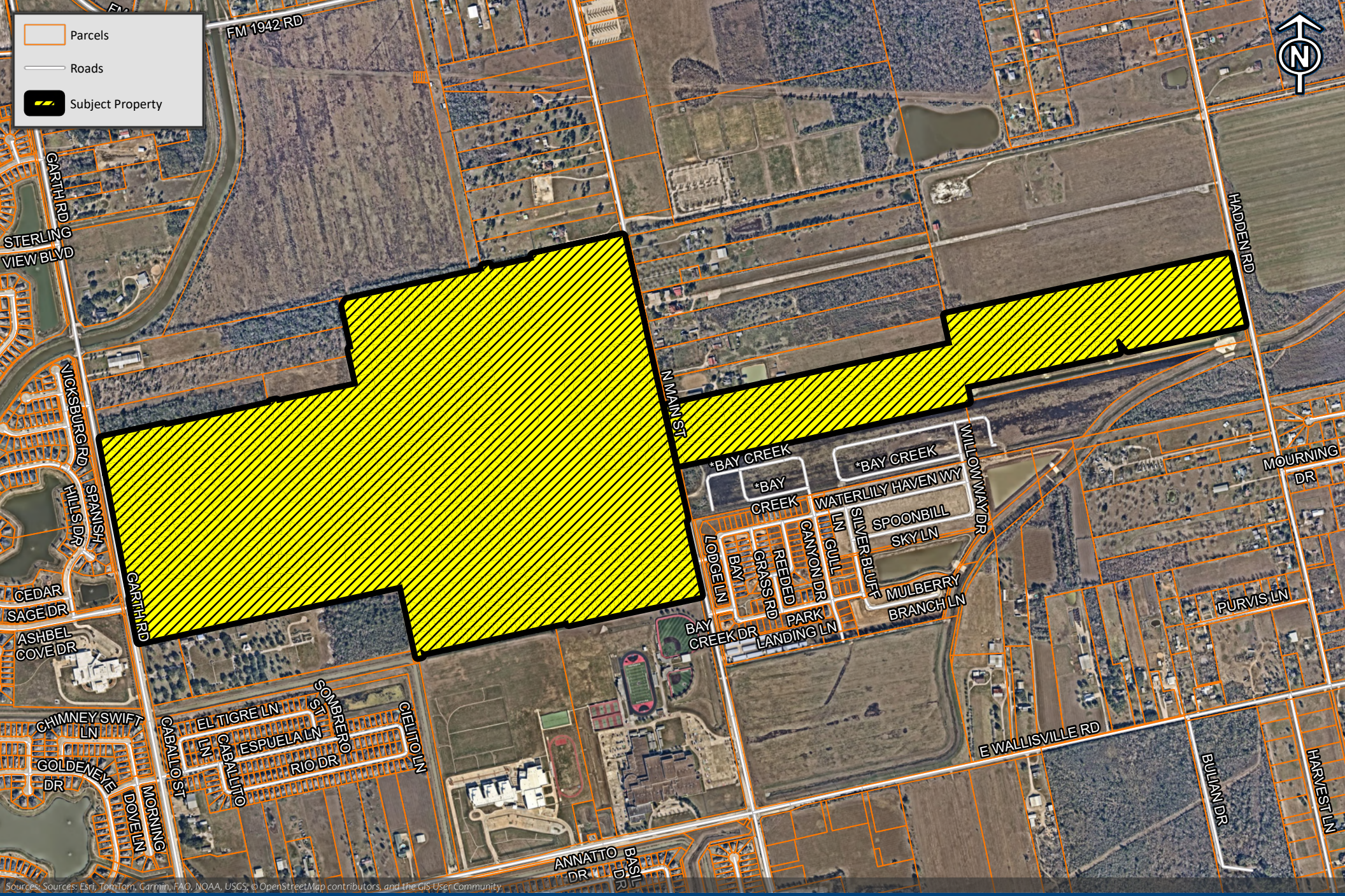
property corner") set at the northeast corner of the south one half of said Lot 19 and being in the westerly right-of-way line of Hadden Road (a 60-foot right-of-way);

THENCE, South 12 Degrees 28 Minutes 09 Seconds East, with said westerly right-of-way, a distance of 784.17 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of a called 5.1650 acre tract described in the deed to Harris County, recorded under Clerk's File Number W444687 of the Harris County Official Public Records of Real Property;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly lines of said 5.1650 and 31.912 acre tracts, a distance of 2618.19 feet to the **POINT OF BEGINNING, CONTAINING** 47.428 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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RP-2023-37166



Sources: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Annexation

Scotts Bend & Pelly Place

Limited Purpose Annexation

Vicinity Map

Approximately 356.99 acres

0 270 550 820 1,100 US Feet

The City of Baytown makes no warranty, representation, or guarantee regarding the accuracy of this map. This map is intended for display purposes only and does not replace official recorded documents.

Date: 5/27/2026

ORDINANCE NO. 16,513

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE FIRST AMENDMENT TO THE STRATEGIC PARTNERSHIP AGREEMENT WITH HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 213-A; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to the First Amendment to the Strategic Partnership Agreement with Harris County Municipal Utility District No. 213-A. A copy of said amendment is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of July, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

EXHIBIT "A"

FIRST AMENDMENT TO STRATEGIC PARTNERSHIP AGREEMENT

This FIRST AMENDMENT TO STRATEGIC PARTNERSHIP AGREEMENT (this "First Amendment") is entered into effective this ___ day of _____, 2026 (the "Effective Date"), by and between the CITY OF BAYTOWN, TEXAS, a municipal corporation and home-rule city of the State of Texas (the "City"), and HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 213-A, a conservation and reclamation district created pursuant to Section 59 of Article XVI of the Texas Constitution and operating pursuant to Chapters 49 and 54 of the Texas Water Code, as amended (the "District"). The City and the District may be referred to herein collectively as the "Parties".

RECITALS

WHEREAS, pursuant to City Ordinance No. 13,993, the City and the District entered into that certain Strategic Partnership Agreement entered into effective as of January 24, 2019 (the "Original Agreement");

WHEREAS, the District annexed 378.34 acres of land by that certain Order Adding Land and Redefining Boundaries dated January 25, 2023;

WHEREAS, the City and the District desire to amend the Original Agreement to revise the definition of "Property" to all land currently located within the boundaries of the District and any land that may hereafter be annexed into the District; and

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and the District agree as follows:

AGREEMENT

The Original Agreement is hereby amended as follows:

1. Definition of the "Property". Paragraph 1 of the Recitals is hereby amended, restated, and replaced, in its entirety, by the following:

The District was created with the consent of the City for the purpose of providing water, sewer, transportation, recreation, and drainage facilities to the land within its boundaries. The District is located within the extraterritorial jurisdiction ("ETJ") of the City but is not within its corporate limits. The District is part of a zoned community of approximately 964.066 acres, as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all purposes (the "Property"), together with any additional land that may be hereafter annexed into the District.

2. Exhibit A Replaced. Exhibit "A" of the Original Agreement is hereby deleted and replaced with Exhibit "A" of this First Amendment, which depicts the current boundaries of the District as of the Effective Date of this First Amendment.

3. Applicability to Future Annexed Property. The terms and conditions of the Original Agreement, as amended hereby, shall apply to the Property, which shall include the additional land of 378.34 acres and any land the District may annex in the future. Any such land shall automatically be deemed included within the definition of "Property" for all purposes under the Original Agreement upon the effective date of such annexation, without further amendment of the Original Agreement.

4. Construction. In the event of any inconsistency between any term or provision of the Original Agreement and any term or provision of this First Amendment, the terms and provisions of this First Amendment shall govern and control for all purposes and respects and the Original Agreement shall be deemed amended to be consistent herewith.

5. Defined Terms. Defined terms contained herein shall have the meaning in the Original Agreement unless otherwise specifically provided herein.

6. Full Force and Effect of the Original Agreement. Except as expressly amended and modified by this First Amendment, the Original Agreement shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment in multiple copies, each of equal dignity, as of the Effective Date.

HARRIS COUNTY MUNICIPAL UTILITLY
DISTRICT NO. 213-A

By: _____
Name: _____
Title: _____

(ATTEST)

By: _____
Name: _____
Title: _____

(SEAL)

[SIGNATURE PAGE CONTINUES]

CITY OF BAYTOWN

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Harris County MUD 213-A
964.066 Acres

Talcott Patching Survey, A- 620
George Ellis Survey, A-21

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES & BOUNDS** description of a certain 964.066 acres of land situated in the Talcott Patching Survey, Abstract No. 620 and the George Ellis Survey, Abstract No. 21, in Harris County, Texas, including all of the called 571.898 and 13.860 acres described in House Bill 3925 as Harris County MUD 213-A and filled under County Document Number 83R 8247 RWG-F; said 964.066 acres being more particularly described in three tracts as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

TRACT 1
585.758 ACRES

BEGINNING at the northwest corner of said 571.898 acres, being located in the easterly right-of-way line of Haney Road (a 70 foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 59 Seconds East, with the northerly line of said 571.898 acres, a distance of 4420.01 feet to a point in the westerly right-of-way line of Garth Road (right-of-way varies) and being the northeast corner of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with the easterly line of said 571.898 acres, common with said westerly right-of-way line, a distance of 4640.76 feet to a point for corner;

THENCE, South 79 Degrees 05 Minutes 54 Seconds West, departing said common line, a distance of 1002.24 feet to a point for corner;

THENCE, South 00 Degrees 47 Minutes 54 Seconds West, a distance of 700.00 feet to a point for corner;

THENCE, South 89 Degrees 12 Minutes 07 Seconds East, a distance of 1168.47 feet to a point in the westerly line of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with said westerly line, a distance of 2043.92 feet to the southeast corner of said 571.898 acres;

THENCE, South 76 Degrees 45 Minutes 18 Seconds West, with the southerly line of said 571.898 acres, a distance of 797.79 feet to a point for corner;

THENCE, North 10 Degrees 41 Minutes 11 Seconds West, departing said southerly line, a distance of 18.57 feet to a point in the northerly right-of-way line of Wallisville Road (right-of-way varies);

THENCE, North 77 Degrees 08 Minutes 13 Seconds East, with said northerly right-of-way line, a distance of 772.43 feet to a point for corner;

THENCE, North 33 Degrees 09 Minutes 33 Seconds East, a distance of 21.59 feet to a point in the westerly right-of-way line of said Garth Road;

THENCE, North 10 Degrees 54 Minutes 06 Seconds West, with said westerly right-of-way line, a distance of 1870.53 feet to a point for corner;

THENCE, South 82 Degrees 25 Minutes 21 Seconds West, departing said westerly right-of-way line, a distance of 32.30 feet to a point for corner;

THENCE, North 89 Degrees 11 Minutes 45 Seconds West, a distance of 2147.85 feet to a point for corner;

THENCE, South 76 Degrees 25 Minutes 12 Seconds West, a distance of 505.26 feet to a point for corner;

THENCE, South 63 Degrees 02 Minutes 54 Seconds West, a distance of 27.05 feet to a point for corner;

THENCE, South 26 Degrees 57 Minutes 06 Seconds East, a distance of 2483.11 feet to a point in the northerly right-of-way line of said Wallisville Road;

THENCE, South 86 Degrees 59 Minutes 24 Seconds West, with said northerly right-of-way line, a distance of 2070.93 feet to a point in the easterly right-of-way line of said Haney Road;

THENCE, North 12 Degrees 55 Minutes 36 Seconds West, with said easterly right-of-way line, a distance of 6843.50 feet to the beginning of a curve to the left;

THENCE, with said easterly right-of-way line and curve turning to the left, having a radius of 919.82 feet, a chord bearing of North 27 Degrees 42 Minutes 24 Seconds West, a chord length of 469.30 feet and an arc length of 474.55 feet to the **POINT OF BEGINNING OF TRACT 1, CONTAINING** 585.758 acres of land.

TRACT 2
299.356 ACRES

COMMENCING at the northwest corner of said 571.898 acres, being located in the easterly right-of-way line of Haney Road (a 70 foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 59 Seconds East, with the northerly line of said 571.898 acres, a distance of 4420.01 feet to a point in the westerly right-of-way line of Garth Road (right-of-way varies) and being the northeast corner of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with the easterly line of said 571.898 acres, common with said westerly right-of-way line, a distance of 3114.29 feet;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, over and across said right-of-way, a distance of 80.02 feet to a point in the easterly right-of-way line of said Garth Road and being the **POINT OF BEGINNING** of the herein described Tract 2;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, a distance of 2370.00 feet to a point for corner;

THENCE, North 12 Degrees 22 Minutes 14 Seconds West, a distance of 792.60 feet to a point for corner;

THENCE, North 77 Degrees 47 Minutes 24 Seconds East, a distance of 1206.67 feet to a point for corner;

THENCE, North 77 Degrees 48 Minutes 25 Seconds East, a distance of 1403.17 feet to a point in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with said right-of-way line, a distance of 3299.10 feet to a point for corner;

THENCE, South 77 Degrees 56 Minutes 08 Seconds West, a distance of 1351.57 feet to a point for corner;

THENCE, South 77 Degrees 49 Minutes 42 Seconds West, a distance of 1263.83 feet to a point for corner;

THENCE, North 12 Degrees 26 Minutes 10 Seconds West, a distance of 654.32 feet to a point for corner;

THENCE, South 77 Degrees 48 Minutes 55 Seconds West, a distance of 2418.91 feet to a point in the easterly right-of-way line of said Garth Road;

THENCE, North 10 Degrees 54 Minutes 06 Seconds West, with said right-of-way line, a distance of 1849.17 feet to the **POINT OF BEGINNING OF TRACT 2, CONTAINING** 299.356 acres of land.

TRACT 3
78.952 ACRES

COMMENCING at the northwest corner of said 571.898 acres, being located in the easterly right-of-way line of Haney Road (a 70 foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 59 Seconds East, with the northerly line of said 571.898 acres, a distance of 4420.01 feet to a point in the westerly right-of-way line of Garth Road (right-of-way varies) and being the northeast corner of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with the easterly line of said 571.898 acres, common with said westerly right-of-way line, a distance of 3114.29 feet;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, over and across said right-of-way, a distance of 80.02 feet to a point in the easterly right-of-way line of said Garth Road;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, a distance of 2370.00 feet;

THENCE, North 12 Degrees 22 Minutes 14 Seconds West, a distance of 792.60 feet;

THENCE, North 77 Degrees 47 Minutes 24 Seconds East, a distance of 1206.67 feet;

THENCE, North 77 Degrees 48 Minutes 25 Seconds East, a distance of 1403.17 feet to a point in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with said right-of-way line, a distance of 1581.61 feet;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, over and across said right-of-way, a distance of 60 feet to a point in the easterly right-of-way line of said North Main Street and being the **POINT OF BEGINNING** of the herein described Tract 3;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, a distance of 2623.57 feet to a;

THENCE, North 12 Degrees 30 Minutes 09 Seconds West, a distance of 270.49 feet to a;

THENCE, North 77 Degrees 59 Minutes 28 Seconds East, a distance of 2618.71 feet to a point in the westerly right-of-way line of Hadden Road (a 60-foot right-of-way);

THENCE, South 12 Degrees 28 Minutes 09 Seconds East, with said right-of-way line, a distance of 784.17 feet to a;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, a distance of 5241.73 feet to a point in the easterly right-of-way line of said North Main Street.

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said right-of-way line, a distance of 523.40 feet to the **POINT OF BEGINNING OF TRACT 3, CONTAINING** 78.952 acres of land and together with Tracts 2 and 3 described above, containing an overall total of 964.066 acres in Harris County, Texas, as shown on Drawing No. 11216F R4 in the office of Quiddity in Bellaire, Texas.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

01/27/23

Acting By/Through Jeromy Alvin Chandler
Registered Professional Land Surveyor
No. 5755
JChandler@QUIDDITY.com

Quiddity
6330 West Loop South, Suite 150
Bellaire, Texas 77401
(713) 777-5337
Texas Board of Professional Land Surveying
Registration No. 1004610



CITY COUNCIL MEETING 5. d.

Meeting Date: 08/13/2026
Subject: Consider an ordinance for placing limited purpose annexed properties in Council District No. 4
Prepared for: Martin Scribner, Planning and Development Services
Prepared by: Nai Mongiello, Planning and Development Services
Department: Planning and Development Services

Information

ITEM

Consider an ordinance adding the newly Limited Purpose Annexed properties generally described as approximately 356.99acres, located generally east of North Main Street, west of Hadden Road and north of East Wallisville Road to City Council District No. 4.

PREFACE

This proposed ordinance places the newly Limited Purpose Annexed properties generally described as approximately 356.99 acres, legally described as Tracts 6-11, Abstract No. 21, George Ellis Survey, Harris County, Texas.

City Council held public hearings for the annexation of the subject area on July 11, 2026, and the second and final reading will occur before City Council on August 13, 2026. The public hearings were posted in the Baytown Sun, on the City of Baytown's notice board and website on May 28, 2026.

In 2022, City Council approved an amendment to an existing development agreement, approved in 2018, with Friendswood Development Company for the extension of Baytown Crossings. Upon completion, this section will add 1,175 single-family residential lots to the 2,002 single-family residential lots approved with the original agreement. The development agreement called for a Strategic Partnership Agreement (SPA) between the City of Baytown and MUD 213-A and limited purpose annexation of the area. The original SPA was completed in 2019 and an amendment to the SPA was approved by City Council on July 9, 2026. The limited purpose annexation is the next step in fulfilling this agreement.

Supporting Documents are attached for review.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
There is no fiscal impact associated with this item.

Attachments

Ordinance Add To District 4
Metes and Bounds Description
Vicinity Map

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ADDING APPROXIMATELY 356.99 ACRES OF LAND IN THE CITY'S EXTRATERRITORIAL JURISDICTION, GENERALLY LOCATED EAST OF NORTH MAIN STREET AND WEST OF HADDEN ROAD APPROXIMATELY 2,670 FEET NORTH OF THE INTERSECTION OF GARTH AND EAST WALLISVILLE ROADS AND APPROXIMATELY 2,000 FEET NORTH OF THE INTERSECTION OF EAST WALLISVILLE ROAD AND HADDEN ROAD, LEGALLY DESCRIBED AS TRACTS 6-11, GEORGE ELLIS SURVEY ABSTRACT NO. 21, HARRIS COUNTY, TEXAS TO DISTRICT NO. 4; REPEALING ORDINANCES INCONSISTENT HEREWITH; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

****

WHEREAS, Section 17(7) of the Charter of the City of Baytown provides that the City Council shall redistrict the City if the growth of the City justifies; and

WHEREAS, it is necessary to include the newly-annexed territory described herein in a Council District; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: Council District No. 4 is hereby redistricted by the addition of that property which is described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

Section 2: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency, and in all other respects, this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 3: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances, and to this end, all provisions of this ordinance are declared to be severable.

Section 4: This ordinance shall take effect from and after ten (10) days from its passage by the City Council. The City Clerk is hereby directed to give notice hereof by causing the caption of this ordinance to be published in the official newspaper of the City of Baytown at least twice within ten (10) days after passage of this ordinance.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 13th day of August 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

Tract 6:

A **METES & BOUNDS** description of a certain 86.268 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of the called 28.865 and 57.486 acre tracts described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property; said 86.268 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 1/2-inch iron rod with Chandler plastic cap found at the northeast corner of said 28.865 acres, common with the southeast corner of a called 5.000 acre tract of land described in the deed to Man K. Wang, Jian Ming Guan and David Ho, recorded under Clerk's File Number 20070437059 of the Harris County Official Public Records of Real Property and being in the westerly line of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records;

THENCE, South 12 Degrees 22 Minutes 14 Seconds East, with the easterly line of said 28.865 acres, common with the westerly lines of Lots 3 and 2, Block 19 of said Elena Fruit & Cotton Farms plat, a distance of 528.75 feet to a 5/8-inch iron rod found at the southeast corner of said 28.865 acres, common with the northeast corner of said 57.486 acres;

THENCE, South 12 Degrees 26 Minutes 10 Seconds East, with the easterly line of said 57.486 acres, common with the westerly lines of Lots 2 and 1, Block 19 of said Elena Fruit & Cotton Farms plat a distance of 1178.47 feet to the southeast corner of said 57.486 acres, common with the northeast corner of a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property and from which a found 5/8-inch iron rod with cap stamped Landtech bears, South 14 Degrees 22 Minutes 54 Seconds East, a distance of 0.55 feet;

THENCE, with the southerly line of said 57.486 acres, common with the northerly line of said 15.358 acres the following 4 calls;

1. South 77 Degrees 53 Minutes 23 Seconds West, a distance of 784.22 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the beginning of a curve to the right;

2. With said curve turning to the right, having a radius of 1587.28 feet, a chord bearing of South 89 Degrees 36 Minutes 34 Seconds West, a chord length of 644.83 feet and an arc length of 649.35 feet, to a found 5/8-inch iron rod;

3. North 78 Degrees 40 Minutes 15 Seconds West, a distance of 260.62 feet to a found 5/8-inch iron rod at the beginning of a curve to the left;

RP-2023-37166

4. With said non tangent curve turning to the left, having a radius of 1687.28 feet, a chord bearing of North 89 Degrees 47 Minutes 12 Seconds West, a chord length of 651.02 feet and an arc length of 655.13 feet, to a found 5/8-inch iron rod with cap stamped Landtech;

THENCE, South 79 Degrees 05 Minutes 39 Seconds West, continuing with said common line, a distance of 116.41 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the southwest corner of said 57.486 acres, common with the northwest corner of said 15.358 acres and being in the easterly right-of-way line of Garth Road (right-of-way varies);

THENCE, North 10 Degrees 54 Minutes 06 Seconds West, with the westerly lines of said 57.486 and 28.865 acres, common with the easterly right-of-way line of said Garth Road, a distance of 1328.80 feet to the northwest corner of said 28.865 acres, common with the southwest corner of a called 28.8505 acre tract described in the deed to Five Star Builders, Inc, recorded under Clerk's File Number RP-2018-139058 of the Harris County Official Public Records of Real Property and from which a found 1/2-inch iron rod bears, South 77 Degrees 49 Minutes 33 Seconds West, a distance of 1.15 feet;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, with the northerly line of said 28.865 acres, common with the southerly lines of said 28.8505 and 5.000 acres, a distance of 2370.00 feet to the **POINT OF BEGINNING, CONTAINING** 86.268 acres of land in Harris County, Texas as shown on drawing number 16032 in the offices of Jones|Carter in Bellaire, Texas.

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RP-2023-37166

Tract 7:

A **METES & BOUNDS** description of a certain 41.640 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954415 of the Harris County Official Public Records of Real Property; said 41.640 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 1-inch iron pipe found at the southeast corner of said Lot 3, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, South 77 Degrees 56 Minutes 08 Seconds West, with the southerly line of said Lot 3, common with the northerly line of said 120 acres, a distance of 1351.57 feet to a 1/2-inch iron rod with BHA plastic cap found at the northeast corner of a called 58.5511 acre tract described in the deed to Goose Creek Consolidated Independent School District, recorded under Clerk's File Number RP-2018-302358 of the Harris County Official Public Records of Real Property, common with the northwest corner of said 120 acres;

THENCE, South 77 Degrees 49 Minutes 42 Seconds West, with the southerly line of said Lot 3, common with the northerly line of said 58.5511 acres, a distance of 1263.83 feet to the southwest corner of said Lot 3 and from which a found 1/2-inch iron rod bears, South 78 Degrees 17 Minutes 02 Seconds West, a distance of 1.75 feet;

THENCE, North 12 Degrees 26 Minutes 10 Seconds West, with the westerly line of said Lot 3, common with the easterly lines of a called 33.119 acre tract described in the deed to SCI Texas Funeral Services, Inc., recorded under Clerk's File Number RP-2016-119789 of the Harris County Official Public Records of Real Property and a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property, a distance of 694.84 feet to a 3/4-inch iron rod (with cap stamped "Jones | Carter property corner") set at the southwest corner of a called 6.001 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 54 Minutes 33 Seconds East, with the southerly line of said 6.001 acres, a distance of 2614.56 feet to a 5/8-inch iron rod with Landtech plastic cap found at the southeast corner of said 6.001 acres and being in the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3;

RP-2023-37166

THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with said common line, a distance of 693.69 feet to the **POINT OF BEGINNING, CONTAINING** 41.640 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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RP-2023-37166

Tract 8:

A **METES & BOUNDS** description of a certain 150.113 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of Lots 1, 2 and 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954415 of the Harris County Official Public Records of Real Property; said 150.113 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of said Lot 3, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, a distance of 793.69 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of a called 6.001 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records of Real Property and being the **POINT OF BEGINNING** of the herein described tract

THENCE, South 77 Degrees 54 Minutes 33 Seconds West, with the northerly line of said 6.001 acres, a distance of 2614.44 feet to a 5/8-inch iron rod with Landtech plastic cap found at the northwest corner of said 6.001 acres and being in the westerly line of said Lot 3, common with the easterly line of a called 15.358 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R400764 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 26 Minutes 10 Seconds West, with the westerly lines of said Lot 3 and Lot 2, common with the easterly lines of said 15.358 acres and a called 57.486 acre tract described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property, a distance of 1179.02 feet to a 5/8-inch iron rod found at the northeast corner of said 57.486 acres, common with the southeast corner of a called 28.865 acre tract described in the deed to Michael W. Chatham, recorded under Clerk's File Number RP-2021-251322 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 22 Minutes 14 Seconds West, with the westerly lines of said Lot 2 and Lot 1, common with the easterly lines of said 28.865 acres, a called 5.000 acre tract described in the deed to Man K. Wang, et al, recorded under Clerk's File Number 20070437059 of the Harris County Official Public Records of Real Property, a called 28.8505 acre tract described in the deed to Five Star Builders, Inc., recorded under Clerk's File Number RP-2018-139058 of the Harris County Official Public Records of Real Property and a called 14.044 acre tract described in the deed to Word of Faith Fellowship

RP-2023-37166

Church, recorded under Clerk's File Number U757159 of the Harris County Official Public Records of Real Property, a distance of 1321.35 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of said 14.044 acres, common with the northwest corner of said Lot 1 and being in the southerly line of a called 119.398 acre tract described in the deed to Forestar (USA), recorded under Clerk's File Number RP-2021-55748 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 47 Minutes 24 Seconds East, with the northerly line of said Lot 1, common with the southerly line of said 119.398 acres, a distance of 1206.67 feet to a 5/8-inch iron rod found at the southeast corner of said 119.398 acres, common with the southwest corner of a called 6.400 acre tract described in the deed to Carlos Benavides, recorded under Clerk's File Number 20150187373 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 48 Minutes 25 Seconds East, with the northerly line of said Lot 1, common with the southerly lines of said 6.400 acres and a called 6.839 acre tract described in the deed to Ivan Leija, recorded under Clerk's File Number RP-2021-166816 of the Harris County Official Public Records of Real Property, a distance of 1403.17 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the southeast corner of said 6.839 acres, common with the northeast corner of said Lot 1 and being in the westerly right-of-way line of said North Main Street;

THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with the easterly lines of said Lots 1, 2 and 3, common with said westerly right-of-way line, a distance of 2505.41 feet to the **POINT OF BEGINNING, CONTAINING** 150.113 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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RP-2023-37166

Tract 9:

A **METES & BOUNDS** description of a certain 15.762 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of Lot 3 as shown on the plat for the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records and described in the deed to Malcom O Brown and Helen Joyce Brown, recorded under Clerk File Number D574011 of the Harris County Official Public Records of Real Property; said 15.762 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of said Lot 3, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 3, a distance of 261.70 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said Lot 3, common with the southwest corner of Lot 4 of said A.M. Dalquist Estates;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said Lot 3, common with the southerly line of said Lot 4, a distance of 2623.56 feet to the northeast corner of said Lot 3, common with the southeast corner of said Lot 4 and being in the westerly line of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records;

THENCE, South 12 Degrees 30 Minutes 09 Seconds East, with the easterly line of said lot 3, common with the westerly line of said Lot 19, a distance of 261.70 feet to a 5/8-inch iron rod with Landtech Cap found at the northeast corner of said 31.574 acres, common with the southeast corner of said Lot 3;

RP-2023-37166

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly line of said 31.574 acres, common with the southerly line of said Lot 3, a distance of 2623.54 feet to the **POINT OF BEGINNING, CONTAINING** 15.762 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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RP-2023-37166

Tract 10:

A **METES & BOUNDS** description of a certain 15.762 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of Lot 4 as shown on the plat for the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records and described in the deed to Malcom O Brown and Helen Joyce Brown, recorded under Clerk File Number D574010 of the Harris County Official Public Records of Real Property; said 15.762 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of Lot 3, of said A.M. Dalquist Estates, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 3, a distance of 261.70 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said Lot 3, common with the southwest corner of said Lot 4 and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 4, a distance of 261.70 feet to a 1-inch iron bar found at the northwest corner of said Lot 4, common with the southwest corner of Lot 5, of said A.M. Dalquist Estates;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said Lot 4, common with the southerly line of said Lot 5, a distance of 2623.57 feet to the northeast corner of said Lot 4, common with the southeast corner of said Lot 5 and being in the westerly line of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records;

THENCE, South 12 Degrees 30 Minutes 09 Seconds East, with the easterly line of said lot 4, common with the westerly line of said Lot 19, a distance of 261. 70 feet to a 3/4-inch iron rod (with cap stamped

RP-2023-37166

"Jones | Carter property corner") set at the northeast corner of said Lot 3, common with the southeast corner of said Lot 4;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly line of said Lot 3, common with the southerly line of said Lot 4, a distance of 2623.56 feet to the **POINT OF BEGINNING, CONTAINING** 15.762 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones | Carter in Bellaire, Texas.

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RP-2023-37166

Tract 11:

A **METES & BOUNDS** description of a certain 47.428 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of the south one half of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954414 of the Harris County Official Public Records of Real Property; said 47.428 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of Lot 3 as shown on the plat of the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said 31.574 acres, common with the southerly line of said Lot 3, a distance of 2623.54 feet to a 5/8-inch iron rod with Landtech Cap found at the northeast corner of said 31.574 acres, common with the southeast corner of said Lot 3, the northwest corner of a called 31.912 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records, in the westerly line of said Lot 19 and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 09 Seconds West, with the easterly line of said lot 3 and Lots 4 and 5 of said A.M. Dalquist Estates, common with the westerly line of said Lot 19, a distance of 793.89 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of the south one half of said Lot 19;

THENCE, North 77 Degrees 59 Minutes 28 Seconds East, with the northerly line of the south one half of said Lot 19, a distance of 2618.71 feet to a 3/4-inch iron rod (with cap stamped "Jones| Carter

RP-2023-37166

property corner") set at the northeast corner of the south one half of said Lot 19 and being in the westerly right-of-way line of Hadden Road (a 60-foot right-of-way);

THENCE, South 12 Degrees 28 Minutes 09 Seconds East, with said westerly right-of-way, a distance of 784.17 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of a called 5.1650 acre tract described in the deed to Harris County, recorded under Clerk's File Number W444687 of the Harris County Official Public Records of Real Property;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly lines of said 5.1650 and 31.912 acre tracts, a distance of 2618.19 feet to the **POINT OF BEGINNING, CONTAINING** 47.428 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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RP-2023-37166



Sources: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Annexation

Scotts Bend & Pelly Place

Limited Purpose Annexation

City Council Districts

Approximately 356.99 acres

0 350 700 1,0001,400 US Feet

The City of Baytown makes no warranty, representation, or guarantee regarding the accuracy of this map. This map is intended for display purposes only and does not replace official recorded documents.

Date: 8/6/2026

CITY COUNCIL MEETING 6. a.

Meeting Date: 08/13/2026
Subject: No-New Revenue and Voter-Approval Tax Rates
Prepared for: Teresa McKenzie, Finance **Prepared by:** Elizabeth Donato, Finance
Department: Finance

Information

ITEM
Receive the no-new revenue tax rate and voter-approval tax rate.

PREFACE
Section 26.04(e) of the Texas Code requires City staff to submit the tax rates to the City Council and to post on the City's internet website the rates along with additional information prescribed by state law, including an explanation how these tax rates were calculated.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
There is no fiscal impact associated with this item.

Attachments

2026 Tax Rate Calculation Worksheet

2026 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Baytown	281-420-4845
Taxing Unit Name	Phone *(area code and number)*
2401 Market St. Baytown, Texas 77520	www.baytown.org
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 and JETI Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 and JETI Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.[1] Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	**Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[2]	$ 6,144,469,377
2.	**Prior year tax ceilings.** Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step.[3]	$ 517,514,134
3.	**Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1.	$ 5,626,955,243
4.	**Prior year total adopted tax rate.**	$ 0.69803 /$100
5.	**Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.**	
	A. Original prior year ARB values:	$ 833,429,099
	B. Prior year values resulting from final court decisions:	- $ 738,891,711
	C. Prior year value loss. Subtract B from A.[4]	$ 94,537,388

[1] Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(14)
[4] Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
6.	**Prior year taxable value subject to an appeal under Chapter 42, as of July 25.** **A. Prior year ARB certified value:** $ 795,679,544 **B. Prior year disputed value:** - $ 162,491,811 **C. Prior year undisputed value.** Subtract B from A. [5]	$ 633,187,733
7.	**Prior year Chapter 42 related adjusted values.** Add Line 5C and Line 6C.	$ 727,725,121
8.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 6,354,680,364
9.	**Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1 of the prior year.** Enter the prior year value of property in deannexed territory. [6]	$ 0
10.	**Prior year taxable value lost because property first qualified for an exemption in the current year.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use prior year market value: $ 5,388,140 **B. Partial exemptions.** Current year exemption amount or current year percentage exemption times prior year value: + $ 130,622,829 **C. Value loss.** Add A and B. [7]	$ 136,010,969
11.	**Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. **A. Prior year market value:** $ 3,158,796 **B. Current year productivity or special appraised value:** - $ 3,014 **C. Value loss.** Subtract B from A. [8]	$ 3,155,782
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 139,166,751
13.	**Prior year captured value of property in a TIF.** Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. [9] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 383,636,388
14.	**Prior year total value.** Subtract Line 12 and Line 13 from Line 8.	$ 5,831,877,225
15.	**Adjusted prior year total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 40,708,252
16.	**Taxes refunded for years preceding the prior tax year.** Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. [10]	$ 416,709
17.	**Adjusted prior year levy with refunds.** Add Lines 15 and 16. [11]	$ 41,124,961

[5] Tex. Tax Code §26.012(13)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.012(15)
[9] Tex. Tax Code §26.03(c)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012(13) and (15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
18.	**Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [12] **A. Certified values:** ..... $ 725,832,053 **B. Counties:** Include railroad rolling stock values certified by the Comptroller's office: ..... + $ 0 **C. Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - $ 0 **D. Tax increment financing:** Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment reinvestment zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below. [13] Adjustments to the taxable value must be calculated separately for each reinvestment zone using Form 50-110.[14] Enter the total from Form 50-110 ..... - $ 424,833,750 **E. Total current year value.** Add A and B, then subtract C and D.	$ 300,998,303
19.	**Total value of properties under protest or not included on certified appraisal roll.** [15] **A. Current year taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [16] ..... $ 1,258,117,282 **B. Current year value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [17] ..... + $ 5,306,397,316 **C. Total value under protest or not certified.** Add A and B.	$ 6,564,514,598
20.	**Current year tax ceilings.** Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.[18]	$ 543,325,825
21.	**Anticipated contested value.** Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. [19] An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.[20] If completing this line, the taxing unit must include supporting documentation in Section 9.[21] Taxing units that are not affected, enter 0.	$ 0
22.	**Current year total taxable value.** Add Lines 18E and 19C, then subtract Lines 20 and 21.[22]	$ 6,322,187,076
23.	**Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed. [23]	$ 7,611,903
24.	**Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for the current year. [24]	$ 312,449,453

[12] Tex. Tax Code §§26.012(6) and 26.04(c-2)
[13] Tex. Tax Code §26.03(c)
[14] Tex. Tax Code §26.03(e)
[15] Tex. Tax Code §26.01(c) and (d)
[16] Tex. Tax Code §26.01(c)
[17] Tex. Tax Code §26.01(d)
[18] Tex. Tax Code §26.012(6)(B)
[19] Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)
[20] Tex. Tax Code §26.012(1-a)
[21] Tex. Tax Code §26.04(d-3)
[22] Tex. Tax Code §26.012(6)
[23] Tex. Tax Code §26.012(17)
[24] Tex. Tax Code §26.012(17)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
25.	**Total adjustments to the current year taxable value.** Add Lines 23 and 24.	$ 320,061,356
26.	**Adjusted current year taxable value.** Subtract Line 25 from Line 22.	$ 6,002,125,720
27.	**Current year NNR tax rate.** Divide Line 17 by Line 26 and multiply by $100. [25]	$ 0.68517 /$100
28.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. [26]	$ /$100

Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the tax rate. The type of taxing unit will determine the rate components that apply to a taxing units' overall voter-approval tax rate.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

SECTION 2: Maintenance and Operations (M&O) and Debt Tax Rate Worksheet

This section calculates two components of the voter-approval tax rate:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward debt service for the current year.[27] This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
29.	**Prior year M&O tax rate.** Enter the prior year M&O tax rate.	$ 0.42464 /$100
30.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 6,354,680,364
31.	**Total prior year M&O levy.** Multiply Line 29 by Line 30 and divide by $100.	$ 26,984,514
32.	**Adjusted prior year levy for calculating NNR M&O rate.** **A.** **M&O taxes refunded for years preceding the prior tax year.** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2025. This line applies only to tax years preceding the prior tax year. + $ 260,435 **B.** **Prior year taxes in TIF.** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. – $ 2,902,077 **C.** **Prior year transferred function.** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- $ 0 **D.** **Prior year M&O levy adjustments.** Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. $ -2,641,642 **E.** Add Line 31 to 32D.	$ 24,342,872
33.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 6,002,125,720
34.	**Current year NNR M&O rate (unadjusted).** Divide Line 32E by Line 33 and multiply by $100.	$ 0.40557 /$100

[25] Tex. Tax Code §26.04(c)
[26] Tex. Tax Code §26.04(d)
[27] Tex. Tax Code §26.012(3)

Line	M&O and Debt Tax Rate Worksheet		Amount/Rate
35.	**Rate adjustment for state criminal justice mandate.** [28]		
	A. **Current year state criminal justice mandate.** Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	$ 0	
	B. **Prior year state criminal justice mandate.** Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.	– $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.00000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.00000 /$100
36.	**Rate adjustment for indigent health care expenditures.** [29]		
	A. **Current year indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose.	$ 0	
	B. **Prior year indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose.	– $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.00000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.00000 /$100
37.	**Rate adjustment for county indigent defense compensation.** [30]		
	A. **Current year indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30,of the current tax year, less any state grants received by the county for the same purpose.	$ 0	
	B. **Prior year indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.00000 /$100	
	D. Multiply B by 0.05 and divide by Line 33 and multiply by $100.	$ 0.00000 /$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.		$ 0.00000 /$100
38.	**Rate adjustment for county hospital expenditures.** [31]		
	A. **Current year eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year.	$ 0	
	B. **Prior year eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.00000 /$100	
	D. Multiply B by 0.08 and divide by Line 33 and multiply by $100.	$ 0.00000 /$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.		$ 0.00000 /$100

[28] Tex. Tax Code §26.044
[29] Tex. Tax Code §26.0441
[30] Tex. Tax Code §26.0442
[31] Tex. Tax Code §26.0443

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
39.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. **A.** **Amount appropriated for public safety in the prior year.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. $ 0 **B.** **Expenditures for public safety in the prior year.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year $ 0 **C.** Subtract B from A and divide by Line 33 and multiply by $100 $ 0.00000 /$100 **D.** Enter the rate calculated in C. If not applicable, enter 0.	$ 0.00000 /$100
40.	**Adjusted current year NNR M&O rate.** Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	$ 0.40557 /$100
41.	**Adjustment for prior year sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. **A.** Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent $ 0 **B.** Divide Line 41A by Line 33 and multiply by $100 $ 0.00000 /$100 **C.** Add Line 41B to Line 40.	$ 0.40557 /$100
42.	**Current year voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	$ 0.41976 /$100
D42.	***Disaster Line 42 (D42):* Current year voter-approval M&O rate for taxing unit affected by disaster declaration.** [32] If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate a rate equal to the lesser of: **A.** The voter-approval tax rate calculated in the manner provided for a special taxing unit. Multiply line 41C by 1.08 [33] $ 0.00000 /$100 **- or -** **B.** The voter-approval M&O tax rate calculated in the manner provided for a taxing unit other than a special taxing unit plus the disaster relief rate. [34] Complete Section 5 through Line 68 to complete D42(B). a. Enter the **disaster relief cost.** $ 0 b. **Disaster relief rate**. Divide Line D42(B)(a) by Line 26 and multiply by 100 $ 0.00000 /$100 c. Add Line D42(B)(b) to Line 42. $ 0.00000 /$100 d. Enter the **current year unused increment rate** from Line 68 $ 0.00000 /$100 e Add Line D42(c) to Line D42(d). $ 0.00000 /$100 The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. **C.** Enter Line D42(A) if less than Line D42(B)(e). If Line D42(B)(e) is less than line D42(A), enter Line D42(B)(c). [35] If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	$ 0.00000 /$100

[32] Tex. Tax Code §26.042
[33] Tex. Tax Code §26.042(a-2)(1)
[34] Tex. Tax Code §§26.042(a-1) and 26.042(a-2)(2)
[35] Tex. Tax Code §26.042(a-2)

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
43.	**Total current year debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes; **(2)** are secured by property taxes; **(3)** are scheduled for payment over a period longer than one year; and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [36] Enter debt amount ..... $ 18,043,396 **B.** Subtract **unencumbered fund amount** used to reduce total debt. ..... – $ 0 **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) ..... – $ 0 **D.** Subtract **amount paid** from other resources ..... – $ 0 **E. Adjusted debt.** Subtract B, C and D from A.	$ 18,043,396
44.	**Certified prior year excess debt collections.** Enter the amount certified by the collector. [37]	$ 1,126,304
45.	**Adjusted current year debt.** Subtract Line 44 from Line 43E.	$ 16,917,092
46.	**Current year anticipated collection rate.** **A.** Enter the current year anticipated collection rate certified by the collector. [38] ..... 102.95 % **B.** Enter the prior year actual collection rate. ..... 106.37 % **C.** Enter the 2024 actual collection rate. ..... 107.61 % **D.** Enter the 2023 actual collection rate. ..... 102.95 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [39]	102.95 %
47.	**Current year debt adjusted for collections.** Divide Line 45 by Line 46E.	$ 16,432,338
48.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 6,322,187,076
49.	**Current year debt rate.** Divide Line 47 by Line 48 and multiply by $100.	$ 0.25991 /$100
50.	**Current year voter-approval M&O rate plus current year debt rate.** Add Lines 42 and 49.	$ 0.67967 /$100
D50.	***Disaster Line 50 (D50):* Current year voter-approval M&O and debt tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval M&O tax rate in the manner provided by Line D42. Add Line D42(C) and 49.	$ 0.00000 /$100
51.	**COUNTIES ONLY.** Add together the voter-approval M&O and debt tax rates for each type of tax the county levies. The total is the current year county voter-approval M&O and debt tax rate.	$ /$100

[36] Tex. Tax Code §26.012(7)
[37] Tex. Tax Code §§26.012(10) and 26.04(b)
[38] Tex. Tax Code §26.04(b))
[39] Tex. Tax Code §26.04(h), (h-1) and (h-2)

SECTION 3: Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	**Taxable Sales.** For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters.[40] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	$ 0
53.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue.[41] **Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.** Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95.[42] **- or -** **Taxing units that adopted the sales tax before November of the prior year.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 0
54.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 6,322,187,076
55.	**Sales tax adjustment rate.** Divide Line 53 by Line 54 and multiply by $100.	$ 0.00000 /$100
56.	**Current year NNR tax rate, unadjusted for sales tax.**[43] Enter the rate from Line 27 or 28, as applicable, on the *No-New-Revenue Tax Rate Worksheet.*	$ 0.68517 /$100
57.	**Current year NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.** Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	$ 0.68517 /$100
58.	**Current year voter-approval tax rate, unadjusted for sales tax.**[44] Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the *M&O and Debt Tax Rate Worksheet.*	$ 0.67967 /$100
59.	**Current year voter-approval tax rate, adjusted for sales tax.** Subtract Line 55 from Line 58.	$ 0.67967 /$100

SECTION 4: Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ.[45] The taxing unit shall provide its tax assessor-collector with a copy of the letter.[46]	$ 0
61.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 6,322,187,076
62.	**Additional rate for pollution control.** Divide Line 60 by Line 61 and multiply by $100.	$ 0.00000 /$100
63.	**Current year voter-approval tax rate, adjusted for pollution control.** Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	$ 0.67967 /$100

[40] Tex. Tax Code §26.041(d)
[41] Tex. Tax Code §26.041(i)
[42] Tex. Tax Code §26.041(d)
[43] Tex. Tax Code §26.04(c)
[44] Tex. Tax Code §26.04(c)
[45] Tex. Tax Code §26.045(d)
[46] Tex. Tax Code §26.045(i)

SECTION 5: Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.[47] The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value.[48]

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;[49]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);[50] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.[51]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.[52]

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	**Year 3 Foregone Revenue Amount. Subtract the 2025 unused increment rate and 2025 actual tax rate from the 2025 voter-approval tax rate. Multiply the result by the 2025 current total value**	
	A. Voter-approval tax rate (Line 69)	$ 0.77276 /$100
	B. Unused increment rate (Line 68)	$ 0.04727 /$100
	C. Subtract B from A	$ 0.72549 /$100
	D. Adopted Tax Rate	$ 0.69803 /$100
	E. Subtract D from C	$ 0.02746 /$100
	F. 2025 Total Taxable Value (Line 61)	$ 6,117,077,356
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero	$ 1,679,749
65.	**Year 2 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value**	
	A. Voter-approval tax rate (Line 68)	$ 0.74886 /$100
	B. Unused increment rate (Line 67)	$ 0.01143 /$100
	C. Subtract B from A	$ 0.73743 /$100
	D. Adopted Tax Rate	$ 0.70040 /$100
	E. Subtract D from C	$ 0.03703 /$100
	F. 2024 Total Taxable Value (Line 60)	$ 5,964,379,281
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero	$ 2,208,609
66.	**Year 1 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.72585 /$100
	B. Unused increment rate (Line 66)	$ 0.00000 /$100
	C. Subtract B from A	$ 0.72585 /$100
	D. Adopted Tax Rate	$ 0.72000 /$100
	E. Subtract D from C	$ 0.00585 /$100
	F. 2023 Total Taxable Value (Line 60)	$ 6,251,911,927
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero	$ 365,736
67.	**Total Foregone Revenue Amount.** Add Lines 64G, 65G and 66G	$ 4,254,094
68.	**2026 Unused Increment Rate.** Divide Line 67 by Line 22 of the *No-New-Revenue Rate Worksheet*. Multiply the result by 100	$ 0.06728 /$100
69.	**Total 2026 voter-approval tax rate.** Add Line 68 to one of the following lines (as applicable): Line 50, Line D50 (only if Line D42(B) was used), Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	$ 0.74695 /$100

[47] Tex. Tax Code §26.013(b)
[48] Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)
[49] Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
[50] Tex. Tax Code §26.0501(a) and (c)
[51] Tex. Local Gov't Code §120.007(d)
[52] Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [53]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [54]

Line	De Minimis Rate Worksheet	Amount/Rate
70.	**Adjusted current year NNR M&O tax rate.** Enter the rate from Line 40 of the *M&O and Debt Tax Rate Worksheet.*	$ 0.00000 /$100
71.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 0
72.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 71 and multiply by $100.	$ 0.00000 /$100
73.	**Current year debt rate.** Enter the rate from Line 49 of the *M&O and Debt Tax Rate Worksheet.*	$ 0.00000 /$100
74.	**De minimis rate.** Add Lines 70, 72 and 73.	$ 0.00000 /$100

SECTION 7: Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year. [55]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	**2025 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ 0.69803 /$100
76.	**Adjusted 2025 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. [56] If a disaster occurred in 2025 and the taxing unit calculated its 2025 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) of the 2025 worksheet due to a disaster, complete the applicable sections or lines of *Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.* **- or -** If a disaster occurred prior to 2025 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) in 2025, complete form 50-856-a, *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2025 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. [57] Enter the final adjusted 2025 voter-approval tax rate from the worksheet.	$ 0.00000 /$100
77.	**Increase in 2025 tax rate due to disaster.** Subtract Line 76 from Line 75.	$ 0.00000 /$100
78.	**Adjusted 2025 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ 5,831,877,225
79.	**Emergency revenue.** Multiply Line 77 by Line 78 and divide by $100.	$ 0
80.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 6,002,125,720
81.	**Emergency revenue rate.** Divide Line 79 by Line 80 and multiply by $100. [58]	$ 0.00000 /$100
82.	**Current year voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	$ 0.74695 /$100

[53] Tex. Tax Code §26.012(8-a)
[54] Tex. Tax Code §26.063(a)(1)
[55] Tex. Tax Code §26.042(b)
[56] Tex. Tax Code §26.042(c)
[57] Tex. Tax Code §26.042(b)
[58] Tex. Tax Code §26.042(b)

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. ..... $ 0.68517 /$100
As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax):

Indicate the line number used: 27

Voter-approval tax rate ..... $ 0.74695 /$100
As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).

Indicate the line number used: 69

De minimis rate. ..... $ 0.00000 /$100
If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [59]

print here Jennifer Alaniz
Printed Name of Taxing Unit Representative

sign here Jennifer Alaniz
Taxing Unit Representative

August 6, 2026
Date

[59] Tex. Tax Code §26.04(c-2) and (d-2)

CITY COUNCIL MEETING 7. a.

Meeting Date: 08/13/2026
Subject: Consider an Ordinance awarding the Compensation Analysis Contract
Prepared for: Joey Lopez, Human Resources **Prepared by:** Nubia Rodriguez, Finance
Department: Human Resources

Information

ITEM
Consider an ordinance awarding the Compensation Analysis Services Agreement to Public Sector Personnel Consultants, Inc.

PREFACE
This proposed ordinance awards the Compensation Analysis Contract to Public Sector Personnel Consultants in the amount of $150,000.00

On Friday, May 22, 2026, the City of Baytown opened bids for the Compensation Analysis bid on behalf of the Human Resources Department. We received a total of seven (7) proposals, of which, Public Sectors Personnel Consultants was the strongest candidate. This contract will be used to analyze current compensation plans and provide recommendations for classifications and compensation plans.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	10001051-54007
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	y
Amount Needed:	$60,000
Fiscal Impact (Additional Information):	

Fiscal Year:	2027
Acct Code:	10001051-54007
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$90,000
Fiscal Impact (Additional Information):	

Attachments
Ordinance Awarding Compensation Analysis Services Agreement to Public Sector Personnel Consultants
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF PUBLIC SECTOR CONSULTANTS, INC, FOR THE COMPENSATION ANALYSIS SERVICES AGREEMENT FOR THE HUMAN RESOURCES DEPARTMENT; AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST TO THE COMPENSATION ANALYSIS SERVICES AGREEMENT WITH PUBLIC SECTOR CONSULTANTS, INC; AUTHORIZING PAYMENT IN AN AMOUNT OF ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($150,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City Council of the City of Baytown did advertise for bids for the Compensation Analysis Services Agreement to be received on May 22, 2026; and

WHEREAS, notice to bidders as to the time and place, when and where the bids would be publicly opened and read aloud was published pursuant to provisions of Texas Local Government Code Annotated § 252.041; and

WHEREAS, all bids were opened and publicly read at the Baytown City Hall at 11:00 a.m., Friday, May 22, 2026, as per published notice to bidders; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby accepts the bid from Public Sector Personnel Consultants, Inc for the Compensation Analysis Services Agreement and authorizes payment in an amount of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($150,000.00). The City Manager and the City Clerk of the City are hereby authorized and directed to execute and attest to the Compensation Analysis Services Agreement with Public Sector Personnel Consultants, Inc. A copy of said agreement is attached hereto as Exhibit A and incorporated herein by reference.

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated § 252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, subject to the provision that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 13th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Compensation Study

Company Name: Public Sector Personnel Consultants

Department: Human Resources

Date: 07/23/2026 **Council Date:** 08/13/2026

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

_____

_____

_____

☑ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

Teresa McKeever 07/23/2026

Director of Finance Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424

CITY COUNCIL MEETING 7. b.

Meeting Date: 08/13/2026

Subject: Consider a Resolution Authorizing an Application to the FY2026 Port Security Grant Program - Police.

Prepared for: John Stringer, Police **Prepared by:** Leasa Lopez, Finance

Department: Police

Information

ITEM

Consider a resolution authorizing the City Manager to submit an application and accept any resulting award from the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Program's Directorate in response to the Fiscal Year 2026 Port Security Grant Program on behalf of the Baytown Police Department.

PREFACE

This proposed resolution authorizes the City Manager to submit an application in an amount of $44,762.00 and accept any resulting award from the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Program's Directorate FY2026 Port Security Grant Program on behalf of the Police Department - DIVE Team, designate the City Manager as the Authorized Official and the Finance Director as the Finance Officer for any resulting award. The Port Security Grant Program supports efforts to build and sustain core capabilities across the prevention, protection, mitigation, response and recovery mission areas of the National Preparedness System to strengthen maritime transportation infrastructure security activities against risks associated with potential terrorist attacks.

Baytown Police will use 100% grant funds to purchase one specialized DIVE team boat and one underwater DIVE communications system to support team capabilities. The small boat would give the team a dive platform with the ability to reach non-traditional and/or hard to reach places, navigate between large vessels and bulkhead and deploy in shallow water inlets. The small boat may be disassembled, carried and reassembled on-scene. Baytown PD has a response area that includes the Houston-Galveston Port Area.

The total project budget is $59,682.00. The FY26 PSGP application budget is $44,762.00 or 75% of the project budget which is the maximum allowed. The Port Security Grant Program requires that applicants provide a 25% local match. The local match not to exceed $14,921.00 was requested of and is pending final approval by our partner the Houston Ship Channel Security District ("HSCSD") Board of Directors on July 14, 2026. On April 23, 2026, Council approved the application to the Houston Ship Channel Security District for the 25% local match or 100% funding for this same project. In the event the match is not approved by the HSCSD Board in 2026, Baytown Police will be responsible for the 25% local match not to exceed $14,921.00 or will have the option to decline the award. In the unlikely event that the HSCSD Board decides to fund the project at 100%, the FY26 PSGP award will not be needed.

Fiscal Impact

Fiscal Year: 2027

Acct Code: tbd

Source of Funds (Operating/Capital/Bonds): Grant

Funds Budgeted Y/N: N

Amount Needed: $59,682.00

Fiscal Impact (Additional Information):

$59,682.00	Project total
$44,762.00	Maximum request of the FY26 PSGP (75% maximum allowable)
$14,921.00	Maximum request of the FY26 HSCSD (25% local match)
$ 0.00	City of Baytown out of pocket costs if both applications (above are funded).

Note: If the FY26 PSGP application is not selected for funding; BPD may appeal to the HSCSD to fund the project at 100%, find alternative funding or abandon the project.

Attachments

Grant Application for Police Department DIVE Team Boat and Dive Communications System.vh
IJ-01_FY26 PSGP Appl
DRAFT RES w/REQ'D Language
Res 3095_PSGP_2026-05-14
Res 3091_HSCSD_2026-04-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, GRANT PROGRAM'S DIRECTORATE, IN RESPONSE TO THE FY2026 PORT SECURITY GRANT PROGRAM (PSGP) SOLICITATION ON BEHALF OF THE BAYTOWN POLICE DEPARTMENT TO SUSTAIN THE DIVE TEAM AND TO SUPPORT EFFORTS TO BUILD AND SUSTAIN CORE CAPABILITIES ACROSS THE PREVENTION, PROTECTION, MITIGATION, RESPONSE AND RECOVERY MISSION AREAS OF THE NATIONAL PREPAREDNESS SYSTEM FOR THE PURCHASE OF ONE (1) SPECIALIZED DIVE TEAM BOAT AND ONE (1) UNDERWATER DIVE COMMUNICATIONS SYSTEM TO SUPPORT THE DIVE TEAM CAPABILITIES, IN AN AMOUNT NOT TO EXCEED FORTY-FOUR THOUSAND SEVEN HUNDRED SIXTY-TWO AND NO/100 DOLLARS ($44,762.00); DESIGNATING THE AUTHORIZED REPRESENTATIVE WITH AUTHORITY TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; DESIGNATING THE FINANCIAL OFFICER WITH POWER TO SUBMIT FINANCIAL AND/OR PROGRAMMATIC REPORTS OR ALTER A GRANT ON BEHALF OF THE CITY OF BAYTOWN; AND PROVIDING FOR A TWENTY-FIVE PERCENT (25%) LOCAL MATCH IN AN AMOUNT NOT TO EXCEED FOURTEEN THOUSAND NINE HUNDRED TWENTY-ONE AND NO/100 DOLLARS ($14,921.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Manager of the City of Baytown is hereby authorized to make an application to the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Program's Directorate, in response to the FY2026 Port Security Grant Program solicitation on behalf of the Baytown Police Department to sustain the DIVE team and support efforts to build and sustain core capabilities across the prevention, protection, mitigations, response, and recovery mission areas of the national Preparedness System to purchase one (1) specialized DIVE team boat and one (1) underwater DIVE communications system to support the DIVE team capabilities, in an amount not to exceed FORTY-FOUR THOUSAND SEVEN HUNDRED SIXTY-TWO AND NO/100 DOLLARS ($44,762.00);

Section 2: That part of the award's obligations for the City of Baytown includes a twenty-five percent (25%) local match which is FOURTEEN THOUSAND NINE HUNDRED TWENTY-ONE AND NO/100 DOLLARS $14,921.00); broken down as follows:

U.S. Department of Homeland Security/FEMA:	$44,762.00
City of Baytown's Local Match	$14,921.00
	$59,682.00

Section 3: That it is in the best interest of the citizens of the City of Baytown that these purchases be made on behalf of the Police Department to sustain the core capabilities of the National Preparedness System for the 2026-2027 fiscal years.

Section 4: That the City Manager is hereby designated as the Authorized Official for all purposes. The City Manager as Authorized Official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

Section 5: That the Director of Finance is hereby designated as the Financial Officer. The Financial Officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the City of Baytown.

Section 6: That in the event of loss or misuse of the grant funds, the City Council of the City of Baytown hereby assures the U.S. Department of Homeland Security/Federal Emergency Management Agency that such grant funds will be returned in full.

Section 7: That this resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

NOW THEREFORE, BE IT RESOLVED that **the City of Baytown** approves submission of the grant application for the **FY2026 Port Security Grant Program Solicitation** to the U.S. Department of Homeland Security/Federal Emergency Management Agency and designates the City Manager as Authorized Official and the Director of Finance as Financial Officer.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 13th day of August, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

R:\Ordinances and Resolutions\Resolution Drafts\City Council\2026-08-13\Grant Application for Police Department DIVE Team Boat and Dive Communications System.vh.docx

RESOLUTION NO. T.B.D.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, GRANT PROGRAM'S DIRECTORATE, IN RESPONSE TO THE FY2026 PORT SECURITY GRANT PROGRAM (PSGP) SOLICITATION ON BEHALF OF THE BAYTOWN POLICE DEPARTMENT TO SUSTAIN THE DIVE TEAM AND TO SUPPORT EFFORTS TO BUILD AND SUSTAIN CORE CAPABILITIES ACROSS THE PREVENTION, PROTECTION, MITIGATION, RESPONSE AND RECOVERY MISSION AREAS OF THE NATIONAL PREPAREDNESS SYSTEM, IN AN AMOUNT NOT TO EXCEED FORTY-FOUR THOUSAND, SEVEN HUNDRED, SIXTY-TWO AND NO/100 DOLLARS ($44,762.00); DESIGNATING THE AUTHORIZED REPRESENTATIVE WITH THE AUTHORITY TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; DESIGNATING THE FINANCIAL OFFICER WITH POWER TO SUBMIT FINANCIAL AND/OR PROGRAMMATIC REPORTS OR ALTER A GRANT ON BEHALF OF THE CITY OF BAYTOWN; AND PROVIDING FOR A TWENTY-FIVE PERCENT (25%) LOCAL MATCH IN AN AMOUNT NOT TO EXCEED FOURTEEN THOUSAND, NINE HUNDRED, TWENTY-ONE AND NO/100 DOLLARS ($14,921.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown is hereby authorizes to make an application to the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Program's Directorate, in response to the FY2026 Port Security Grant Program solicitation on behalf of the Baytown Police Department to sustain the DIVE team and support efforts to build and sustain core capabilities across the prevention, protection, mitigation, response and recovery mission areas of the National Preparedness System, in an amount not to exceed FORTY-FOUR THOUSAND, SEVEN HUNDRED, SIXTY-TWO AND NO/100 DOLLARS ($44,762.00);

Section 2: That part of the award's obligations for the City of Baytown includes a twenty-five percent (25%) local match in an amount not to exceed FOURTEEN THOUSAND, NINE HUNDRED, TWENTY-ONE AND NO/100 DOLLARS ($14,921.00); broken down as follows:

U.S. Department of Homeland Security/FEMA:	$ 44,762.00
City of Baytown's Local Match	$ 14,921.00
	$ 59,682.00

Section 3: That it is in the best interest of the citizens of the City of Baytown that these purchases be made on behalf of the Police Department to sustain the core capabilities of the National Preparedness System for the 2026-2027 fiscal years.

Section 4: That the City Manager is hereby designated as the Authorized Official for all purposes. The City Manager as Authorized Official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

Section 5: That the Director of Finance is hereby designated as the Financial Officer. The Financial Officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the City of Baytown.

Section 6: That in the event of loss or misuse of the grant funds, the City Council of the City of Baytown hereby assures the U.S. Department of Homeland Security/Federal Emergency Management Agency that such grant funds will be returned in full.

Section 7: That this resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

NOW THEREFORE, BE IT RESOLVED that **the City of Baytown** approves submission of the grant application for the **FY2026 Port Security Grant Program Solicitation** to the U.S. Department of Homeland Security/Federal Emergency Management Agency and designates the City Manager as Authorized Official and the Director of Finance as Financial Officer.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

RESOLUTION NO. 3095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, GRANT PROGRAM'S DIRECTORATE, IN RESPONSE TO THE FY2026 PORT SECURITY GRANT PROGRAM (PSGP) SOLICITATION ON BEHALF OF THE BAYTOWN POLICE DEPARTMENT TO SUSTAIN THE DIVE TEAM AND TO SUPPORT EFFORTS TO BUILD AND SUSTAIN CORE CAPABILITIES ACROSS THE PREVENTION, PROTECTION, MITIGATION, RESPONSE AND RECOVERY MISSION AREAS OF THE NATIONAL PREPAREDNESS SYSTEM, IN THE AMOUNT OF NINETY-FOUR THOUSAND EIGHTY-NINE AND NO/100 DOLLARS ($94,089.00); DESIGNATING THE AUTHORIZED REPRESENTATIVE WITH AUTHORITY TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; DESIGNATING THE FINANCIAL OFFICER WITH POWER TO SUBMIT FINANCIAL AND/OR PROGRAMMATIC REPORTS OR ALTER A GRANT ON BEHALF OF THE CITY OF BAYTOWN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Manager of the City of Baytown is hereby authorized to make an application to the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Program's Directorate, in response to the FY2026 Port Security Grant Program solicitation on behalf of the Baytown Police Department to sustain the DIVE team and support efforts to build and sustain core capabilities across the prevention, protection, mitigation, response and recovery mission areas of the National Preparedness System, in the amount of NINETY-FOUR THOUSAND EIGHTY-NINE AND NO/100 DOLLARS ($94,089.00);

Section 2: That part of the award's obligations for the City of Baytown includes a twenty-five percent (25%) local match which is THIRTY-ONE THOUSAND THREE HUNDRED SIXTY-THREE AND NO/100 DOLLARS ($31,363.00); broken down as follows:

U.S. Department of Homeland Security/FEMA:	$ 94,089.00
City of Baytown's Local Match	$ 31,363.00
	$125,452.00

Section 3: That it is in the best interest of the citizens of the City of Baytown that these purchases be made on behalf of the Police Department to sustain the core capabilities of the National Preparedness System for the 2026-2027 fiscal years.

Section 4: That the City Manager is hereby designated as the Authorized Official for all purposes. The City Manager as Authorized Official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

Section 5: That the Director of Finance is hereby designated as the Financial Officer. The Financial Officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the City of Baytown.

Section 6: That in the event of loss or misuse of the grant funds, the City Council of the City of Baytown hereby assures the U.S. Department of Homeland Security/Federal Emergency Management Agency that such grant funds will be returned in full.

Section 7: That this resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

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RESOLUTION NO. 3091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT A REQUEST FOR FUNDING SUPPORT TO THE HOUSTON SHIP CHANNEL SECURITY DISCTRICT ON BEHALF OF THE BAYTOWN POLICE DEPART IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-FIVE THOUSAND FOUR HUNDRED FIFTY-TWO AND NO/100 DOLLARS ($125,452.00) FOR TRUCK, TRAILER, RESPONSE BOAT, AND COMMUNICATIONS EQUIPMENT FOR THE DIVE RESPONSE TEAM; DESIGNATING AN AUTHORIZED REPRESENTATIVE; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Manager of the City of Baytown is hereby authorized to submit a request for funding support to the Houston Ship Channel Security District on behalf of the Baytown Police Department in an amount not to exceed ONE HUNDRED TWENTY-FIVE THOUSAND FOUR HUNDRED FIFTY-TWO AND NO/100 DOLLARS ($125,452.00), for a quarter ton truck with trailer, response boat, and communications equipment for the DIVE response team.

Section 2: That the City Manager is hereby designated as the authorized representative for all purposes under the grants and funding support programs.

Section 3: That the City Manager is hereby authorized to accept or affirm any grant award that may result from the above applications and requests for funding support.

Section 4: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 23rd day of April, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

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CITY COUNCIL MEETING 7. c.

Meeting Date: 08/13/2026
Subject: DEA Cost Reimbursement Agreement between COB and DEA
Prepared for: John Stringer, Police **Prepared by:** Jessica Mata, Police
Department: Police

Information

ITEM

Consider an ordinance authorizing a cost reimbursement agreement with the Drug Enforcement Administration for the Baytown Police Department.

PREFACE

This ordinance authorizes the City Manager to execute a Cost Reimbursement Agreement with the Drug Enforcement Administration (DEA) for overtime payments made to officers assigned to and working full-time for the Homeland Security Task Force (HSTF).

Pursuant to Congressional appropriations, the Drug Enforcement Administration (DEA) receives authority to pay overtime for police officers assigned to the formal HSTF, who are incurring necessary expenses for detection, investigation, and prosecution of crimes against the United States. If authorized and executed, the DEA will, subject to availability of required funding, reimburse BPD for overtime payments made to officers assigned to/or working HSTF Investigations or Strategic initiatives. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. Overtime payments may not, on an annual/fiscal year basis exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The limits must not be exceeded within the Federal fiscal year beginning October 1st through September 30th of the following year.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
This is a cost reimbursement agreement. The DEA will pay overtime at the standard rate for any officer working for the DEA Task Force.

Fiscal Year: 2026
Acct Code:
Source of Funds (Operating/Capital/Bonds): External Funding
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):

Attachments

Ordinance Authorizing Agreement with DEA for Reimbursement of Overtime of Officers Assigned to the HSTF Program.vh
HSTF SILO Cost Reimbursement Agreement (CRA) FY26 Final (001)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FY 2026 HOMELAND SECURITY TASK FORCE (HSTF) STRATEGIC INITIATIVES/ LOCAL OVERTIME COST REIMBURSEMENT AGREEMENT WITH THE DRUG ENFORCEMENT AGENCY (DEA) FOR OFFICERS ASSIGNED TO THE HSTF; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes and approves the execution of the FY 2026 Homeland Security Task Force (HSTF) Strategic Initiatives/ Local Overtime Cost Reimbursement Agreement with the Drug Enforcement Agency (DEA) by the City Manager, which is attached as Exhibit "A" and incorporated by reference as if fully set forth herein.

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 13th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

FY 2026 Homeland Security Task Force
Strategic Initiatives/Local Overtime
Cost Reimbursement Agreement

This Agreement is between the below-named State/Local Law Enforcement Organization and Sponsoring Federal Agency directly supporting the Homeland Security Task Force (HSTF) Program. Pursuant to the Congressional appropriations, the Drug Enforcement Administration (DEA) receives authority to pay overtime for police officers assigned to the formal HSTF, who are incurring necessary expenses for detection, investigation, and prosecution of crimes against the United States.

It is hereby agreed between the Drug Enforcement Administration , and

State/Local Agency: City of Baytown
Street Address: 2401 Market St
City, State, Zip code, Telephone: Baytown, TX, 77520,
Financial Contact (POC): Lia Leon
Financial Contact Telephone/email: 281-420-7159
Tax EIN/UEI: V9TGZVJKSP95/ 74-600002

1. Commencing upon execution of this Agreement, the DEA will, subject to the availability of required funding, reimburse City of Baytown for overtime payments made to officers assigned to/or and working HSTF Investigations or Strategic Initiatives.

2. Reimbursement requests must be submitted to DEA via invoice.Houston@dea.gov within thirty (30) days of the close of the month in which the overtime was worked. [For example, if overtime is incurred in December, the Reimbursement Request for the December overtime should be submitted no later than January 30th. The reimbursement request must be approved by the appropriate Supervisor (or designee) at DEA prior to reimbursement.

3. Overtime reimbursement payments from the sponsoring agency will be made via electronic funds transfer (EFT) directly to City of Baytown . To facilitate EFT, City of Baytown shall establish an account online in the System for Award Management (SAM) at www.SAM.gov. A verification of banking information is required on an annual basis to keep payment information current. For additional information regarding procedures related to reimbursements, contact your agency's Regional Coordinator or Program Analyst.

4. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, overtime payments, including all other, non-HSTF Federal sources (such as Safe Streets, HIDTA, IRS, FEMA, etc.) may not, on an annual/fiscal year basis exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The Federal fiscal year runs from October 1st through September 30th. The pay cap amount changes annually and State/Local entities should reference the current fiscal year amount on their

HSTF Case and Participant Form. The State/Local Organization is responsible for ensuring the annual payment is not exceeded.

5. The City of Baytown must complete annually the HSTF Case and Participant Request Form, listing the law enforcement officers assigned full-time/part-time to the HSTF and as such are entitled to overtime reimbursement. Based on the needs of the HSTF, this number may change periodically, upward or downward, as approved in advance.

6. The request for reimbursement shall include an invoice number, invoice date, the officer's name, overtime compensation rate, number of reimbursable hours for overtime claimed, and the dates of those hours for each officer for whom reimbursement is sought. This information must be submitted to the invoice.Houston@dea.gov for reimbursement to be paid.

7. Requests for reimbursement shall be submitted monthly, and all requests shall be received no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2026, shall be received monthly and not later than December 31, 2026. The DEA is not obligated to reimburse any requests received untimely and not in accordance herewith.

8. If an Agreement does not have a bill submitted within ninety (90) days of the Agreement funding date, or within sixty (60) days of when the last bill was submitted, funds will be de-obligated. Furthermore, if a State/Local Law Enforcement Organization determines there will be no additional work performed under a particular Agreement, a funding change notification email should be sent to the Regional Coordinator/Program Analyst, identifying the amount to be de-obligated as soon as possible.

9. Only sworn law enforcement officers are eligible for reimbursement in this program. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

10. HSTF will only reimburse an actual dollar ($) amount paid to the officer for overtime worked, any additional benefit or administrative fees (including compensation time) will NOT be reimbursed.

11. The State/Local Organization will comply with Title VI of the Civil Rights Act of 1964 and requirements applicable to HSTF Agreements pursuant to the regulations of the Department of Justice (see, 28C.F.R. Part 42, Subparts C and G; 28C.R.R.50.3 (1993)) relating to discrimination of the grounds of race, color, sex, age, national origin, or handicap.

12. The Agreement is effective upon signatures of all parties and will remain in effect for the duration of City of Baytown 's participation on the HSTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties or based on changing business operations and practices of the HSTF. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

State/Local Signature

Signature of State/Local Agency

Jason Reynolds

Print Name

City Manager

Title

City of Baytown

State/Local Agency

Date

Date

SFA Signature

Signature of Sponsoring Federal Agency

Sponsoring Agency Print Name

Print Name

SFA Title

Title

Drug Enforcement Administration

Sponsoring Federal Agency

Date

Date

RC Signature

Signature of Sponsoring Agency Regional Coordinator

RC Print Name

Print Name

Date

Date

CITY COUNCIL MEETING 7. d.

Meeting Date: 08/13/2026
Subject: Consider an ordinance authorizing the purchase of one (1) Ford Truck for Health Dept. through The Interlocal Purchasing System (TIPS) Cooperative Program
Prepared for: Carol Haddock, Public Works/Engineering/BAWA
Prepared by: David Oyler, Public Works/Engineering/BAWA
Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing the purchase of one (1) Ford Truck from Silsbee Ford, through The Interlocal Purchasing System ("TIPS") Cooperative Program, for the Health Department.

PREFACE

This proposed ordinance authorizes the purchase of one (1) Ford Truck from Silsbee Ford, through The Interlocal Purchasing System ("TIPS") Cooperative Program Contract #240901, for a total amount of $62,951.00. The one (1) truck will be new trucks for the Health Department.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	10004011-56800
Source of Funds (Operating/Capital/Bonds):	Capital
Funds Budgeted Y/N:	y
Amount Needed:	$62,951.00

Fiscal Impact (Additional Information):
Please move to consent upon approval

Attachments

Ordinance - Silsbee Ford - Health Dep't
Health Truck Quote
TIPS Contract - Silsbee Ford
Award - TIPS Contract - Silsbee Ford
CIQ
AFFIDAVIT
1295
TEXAS CODE
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF SIXTY-TWO THOUSAND, NINE-HUNDRED, FIFTY-ONE AND 00/100 DOLLARS ($62,951.00) TO SILSBEE FORD, THROUGH THE INTERLOCAL PURCHASING SYSTEM COOPERATIVE ("TIPS"), FOR THE PURCHASE OF ONE FORD TRUCK FOR THE HEALTH DEPARTMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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WHEREAS, the City of Baytown is a member of the cooperative purchasing program established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, The Interlocal Purchasing System Cooperative ("TIPS") is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a state contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the payment in the amount of SIXTY-TWO THOUSAND, NINE-HUNDRED, FIFTY-ONE AND 00/100 DOLLARS ($62,951.00) to Silsbee Ford, through The Interlocal Purchasing System Cooperative ("TIPS") for the purchase of one Ford truck for the Health Department.

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 13th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

PRODUCT PRICING SUMMARY

TIPS USA 240901 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF BAYTOWN
Prepared by: RICK BROWN
Contact: JOSEPH HOLMES 832.784.7927
Phone: 409.659.1555
Email: Joseph.Holmes@baytown.org>
Email: RBROWN.SILSBEEFLEET@GMAIL.COM
Product Description: FORD F250 CREW CAB
Date: June 16, 2026

A. **Bid Item:** W2A — **A. Base Price:** $ 49,109.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
	2025 FORD F250 CREW CAB			EXTERIOR - WHITE	
99T	6.7L DIESEL ENGINE	$ 10,495.00	AS	INTERIOR - GRAY VINYL	
X3H	3.31 ELOCKING REAR	$ 430.00			
	REAR VIEW CAMERA		96D	XL DRIVER ASSIST PACKAGE	$ 730.00
52B	TRAILER BRAKE CONTROLLER	$ 300.00			
	4X4 UPGRADE	$ 3,695.00			
	160" WB / 6 3/4' BED	$ -			
874	360 DEG CAMERA	$ 1,150.00			

Total of B. Published Options: $ 16,800.00

Published Option Discount (5%) $ (840.00)

C. **Unpublished Options**

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:** 2025 MY ADJUST — $ (2,250.00)

G. **Additional Delivery Charge:** 66 **miles** — $ 132.00

H. **Subtotal:** $ 62,951.00

I. **Quantity Ordered** 1 **x H =** $ 62,951.00

J. **Trade in:** $ -

K. **Total Purchase Price** $ 62,951.00

TIPS VENDOR AGREEMENT

TIPS RFP 240901 Transportation Vehicles

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

SILSBEE FORD INC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN**

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. Volume of TIPS Sales. Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. Compliance with the Law. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. Severability. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. Immunity. Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.pr

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 240901 Transportation Vehicles

Vendor Name: SILSBEE FORD INC.

Vendor Address: 1211 US HIGHWAY 96 NORTH

City: SILSBEE State: TX Zip Code: 77656

Vendor Authorized Signatory Name: SETH GAMBLIN

Vendor Authorized Signatory Title: FLEET SALES

Vendor Authorized Signatory Phone: 5124361313

Vendor Authorized Signatory Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Vendor Authorized Signature: Seth Gamblin Date: 10/11/24

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 11/21/2024

240901
SILSBEE FORD INC.
Supplier Response

Event Information

Number: 240901
Title: Transportation Vehicles
Type: Request for Proposal
Issue Date: 9/5/2024
Deadline: 10/18/2024 03:00 PM (CT)
Notes: This bid is seeking the sale of ***vehicles only***. Do not propose vehicle parts, services, or leasing herein. Please see the currently posted TIPS 240902 Transportation Vehicle Parts and Services to propose the sale of vehicle parts and services.

This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLD TIPS CONTRACT 210907 Automobiles ("210907") or 220304 Transportation Vehicles ("220304") , YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR VEHICLE SALES. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT(S) 210907 AND/OR 220304.

-

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 210907 AND/OR 220304 WHICH COVERS ALL OF YOUR VEHICLE SALES AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

SILSBEE FORD INC. Information

Contact: SETH GAMBLIN
Address: 1211 US HWY 96 NORTH
SILSBEE, TX 77656
Phone: (512) 436-1313
Fax: (409) 895-3884
Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Web Address: silsbeefleetgroup.com

By submitting your response, you certify that you are authorized to represent and bind your company.

SETH GAMBLIN
Signature

SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Email

Submitted at 10/17/2024 12:24:00 PM (CT)

Supplier Note

THANK YOU!

Requested Attachments

Vendor Agreement

240901 Vendor Agreement SILSBEE FORD 101124.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

240901 Vendor Agreement Signature Form SILSBEE FORD 101124.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 1

240901 Pricing Form 1 SILSBEE FORD 101324.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

240901 Pricing Form 2 SILSBEE FORD 101324.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Required Confidentiality Claim Form

240901 Required Confidentiality Claim Form SILSBEE FORD 101124.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

(3) Required Customer Reference Letters

REFERENCE LETTERS X4 SILSBEE FLEET GROUP 101724.pdf

Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor's customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

Current Form W-9

SILSBEE FORD FORD W-9 101324.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Automobiles, fleet vehicles, vehicles, cars, trucks.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

SETH GAMBLIN

7 Primary Contact Title

Primary Contact Title

FLEET SALES

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

5124361313

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

5124361313

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Glen Angelle

13 **Secondary Contact Title**

Secondary Contact Title

FLEET SALES

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

gangelle.cowboyfleet@gmail.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

5124361313

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

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18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

SETH GAMBLIN

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

5124361313

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

SETH GAMBLIN

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

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24 **Company Website**

Company Website (Format - www.company.com)

SILSBEEFLEET.COM

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

1211 US HIGHWAY 96 NORTH

27 **Primary Address City**

Primary Address City

SILSBEE

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TX

29 **Primary Address Zip**

Primary Address Zip

77565

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Automobiles, fleet vehicles, vehicles, cars, trucks. Transport

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

SILSBEE

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

TX

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

28

35 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

0%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

No

39

"Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40

EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

41	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
42	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;
45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.
48	**Non-Discrimination Statement and Certification** **This is a requirement of the TIPS Contract and is non-negotiable.** In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs). Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments. ☑ Yes, I certify
49	**Limitation of Vendor Indemnification and Similar Clauses** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with ''to the extent permitted by the Constitution and Laws of the State of Texas." Does Vendor agree? ☑ Yes, I Agree

50

Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

51

No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

52

Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

53

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

54 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

55 **Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

56 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

57 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees

72

Certification Regarding "Indemnity" Terms with TIPS Members

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

73

Certification Regarding "Arbitration" Terms with TIPS Members

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable.
If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

74

2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications. Specifically, if Vendor utilizes the Cost-Plus Markup method anywhere in its proposal, Vendor cannot and will not be listed as federally compliant for TIPS purposes unless Vendor also certifies "Yes" in response to the Attribute entitled, "2 CFR Part 200 - Prohibition of Cost- Plus."

75

2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus

Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at $250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes.
Does Vendor certify?

Yes, Vendor agrees.

76

2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

77

2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, Vendor agrees

78

2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

79	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes, Vendor agrees
80	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes, Vendor agrees

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

82

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

83

2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

84	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies
85	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

86	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes, Vendor certifies
87	**2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications** ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Does vendor certify? Yes, Vendor certifies

88

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

92

2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

93

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

94

2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

Yes, Vendor certifies

95

2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations

For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

Yes, Vendor certifies

96

2 CFR Part 200 or Federal Provision - Record Retention Requirements

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

Yes, Vendor certifies

97

2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

NO

98 **2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

No response

99 **ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

City of MANOR

Manor, Texas

Reference Letter for Silsbee Fleet Group (Silsbee Ford Inc., Lake Country Chevrolet, Silsbee Toyota, and Donalson Dodge)

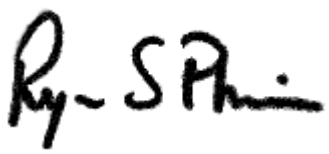
To whom it may concern:

Please accept this reference for Silsbee Fleet Group who provided goods or services to our entity. The Vendor provided Fleet Vehicles and Turn key Vehicles in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of the above-named Vendor. They performed satisfactorily and we would do business with them again. As a customer of the Vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

[Authorized Customer Signature] X



City of Roanoke

Roanoke, Texas

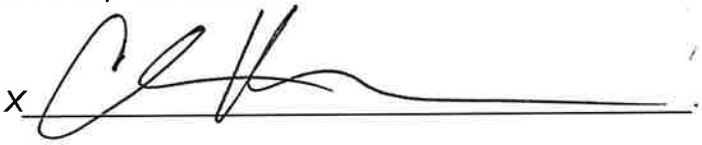
Reference Letter for Silsbee Fleet Group (Silsbee Ford Inc., Lake Country Chevrolet, Silsbee Toyota, and Donalson Dodge)

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This entity is a customer of the above-named Vendor. They performed satisfactorily and we would do business with them again. As a customer of the Vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

[Authorized Customer Signature] X 

City of Fort Worth

Fort Worth, Texas

Reference Letter for Silsbee Fleet Group (Silsbee Ford Inc., Lake Country Chevrolet, Silsbee Toyota, and Donalson Dodge)

To whom it may concern:

Please accept this reference for Silsbee Fleet Group who provided goods or services to our entity. The Vendor provided Fleet Vehicles and Turn key Vehicles in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of the above-named Vendor. They performed satisfactorily and we would do business with them again. As a customer of the Vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

[Authorized Customer Signature] X Ashley Kadra 10/14/24

Fort Bend County

Richmond, Texas

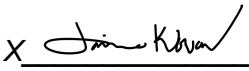
Reference Letter for Silsbee Fleet Group (Silsbee Ford Inc., Lake Country Chevrolet, Silsbee Toyota, and Donalson Dodge)

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This entity is a customer of the above-named Vendor. They performed satisfactorily and we would do business with them again. As a customer of the Vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

[Authorized Customer Signature] X.

TIPS CONTRACT 240901

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: SILSBEE FORD INC.

Vendor Authorized Signatory Name: SETH GAMBLIN

Vendor Authorized Signatory Title: FLEET SALES

Vendor Authorized Signatory Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Vendor Address: 1211 US HIGHWAY 96 NORTH

City: SILSBEE State: TX Zip Code: 77656

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Seth Gamblin



SILSBEE FLEET GROUP

AUTOMATED VENDOR (DO NOT SEND PO TO TIPS)

EMAIL PURCHASE ORDER TO: sgamblin.silsbeefleet@gmail.com

PO MUST REFERENCE TIPS CONTRACT NUMBER

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

TIPS Member PO Process

OVERVIEW | DUE DILIGENCE | CONTACTS | PRINT PROFILE | RESELLERS

- Print Silsbee Fleet (4 locations) 1.Silsbee Ford 2.Silsbee Toyota 3.Lake Country Chevrolet 4.Donalson CDJR, LLC Profile
- Print Silsbee Fleet (4 locations) 1.Silsbee Ford 2.Silsbee Toyota 3.Lake Country Chevrolet 4.Donalson CDJR, LLC resellers

Get VCard for Primary Contact by Contract on your Mobile Device
Seth Gamblin (240902)

SETH GAMBLIN (240901)

Copyright 2005-2025 The Interlocal Purchasing System | Lead agency Region 8 ESC

The Interlocal Purchasing System

Purchasing Made Personal

Printed 25 September 2025

Silsbee Fleet (4 locations) 1.Silsbee Ford 2.Silsbee Toyota 3.

B U AUTOMATED VENDOR /U (DO NOT SEND PO TO TIPS) EMAIL PURCHASE ORDER TO:
sgamblin.silsbeefleet@gmail.com

PAYMENT TO		TIPS CONTACT	
ADDRESS	1396 HWY 327 E	NAME	Charlie Martin
CITY	SILSBEE	PHONE	(866) 839-8477
STATE	TX	FAX	(866) 839-8472
ZIP	77656	EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VI | VA | WA | WI | WY | PR

Overview

FLEET VEHICLES

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
240902	Transportation Vehicle Parts and Services	11/30/2027	See EDGAR Certification Doc.
240901	Transportation Vehicles	11/30/2027	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

240901

SETH GAMBLIN	Sales	(512) 436-1313	sgamblin.silsbeefleet@gmail.com

240902

Seth Gamblin	Sales	(512) 436-1313	sgamblin.silsbeefleet@gmail.com

THE INTERLOCAL PURCHASING SYSTEM

A Department of Education Service Center Region 8, 4845 US Highway 271 North, Pittsburg, Texas 75686, (866) 839-8477

To: All TIPS Members

Re: TIPS Federal Funds Disclaimer and Information Sheet

To whom it may concern:

You have clicked on a link or otherwise sought to determine whether a specific TIPS Vendor on a specific TIPS Contract is EDGAR compliant. If the website states "No" to EDGAR compliance for that specific Vendor Contract, then the specific TIPS Vendor on that specific TIPS Contract is ***not EDGAR compliant***. If the website states "View Doc" to EDGAR compliance and you are linked to this letter, then TIPS has ensured the specific TIPS Vendor's compliance with 2 CFR 200 on the specified contract ***to the extent a cooperative can do so***, as described below.

Region 8 Education Service Center (Region 8 ESC) is a Texas Education Service Center which operates The Interlocal Purchasing System (TIPS), a purchasing cooperative and department of Region 8 ESC. This document certifies that Region 8 ESC and TIPS made every effort to comply with the most restrictive requirements of 2 CFR 200, identified for educational purposes as the Education Department General Administrative Regulations ("EDGAR"). Please note that federal funds not sourced from the US Department of Education are likely regulated by 2 CFR 200 but are not technically "EDGAR." Each federal agency and its corresponding state "pass-through" agency may interpret 2 CFR 200 differently. TIPS certifies that it competitively procures all awarded contracts pursuant to § 44.031 of the Texas Education Code, or Texas Government Code § 2269, as applicable, the most restrictive procurement method, and performs the most restrictive procurement method required by law and regulation, including all of the necessary steps outlined in 2 CFR 200, except the Price or Cost Analysis for purchases of $250,000 and greater. (See below). ***This letter certifies that the Vendor agreed to those 2 CFR 200 contract provisions for the specified contract.***

However, this TIPS certification cannot relieve Members of federal requirements that cannot reasonably be performed by cooperatives. For example, 2 CFR 200 requires a cost or price analysis for purchases over $250,000.00, a threshold adopted by TEA and the US Dept. of Education. TIPS does not perform a formal cost or price analysis because TIPS is not the entity making the actual purchase of goods or services. If a Vendor is awarded then TIPS has determined that the pricing is within the competitive range for the Vendor's offering. However, when required by law, the TIPS Member must perform the required analysis on the specific goods or services before seeking TIPS pricing/purchasing from the TIPS Vendor and then upon completion of the purchase process.

Additionally, due to the Texas Department of Agriculture Guidance ARM Section 17 ("ARM Section 17"), relating to Federal Child Nutrition Program Funds (Primarily Texas Public School Fund 240), requirement that all solicitations include specific quantities of goods or services purchased, TIPS Contracts are not in compliance with ARM Section 17 as a **stand-alone** purchase contract. This is because TIPS has no way of predicting which Members will purchase specific quantities of goods and services. However, for Federal Child Nutrition Fund purchases in which the ARM Section 17 required cost or price analysis has been performed by the Member, TIPS contracts may be used in conjunction with the Member's three quote process ***unless labeled with "No" as to EDGAR compliance***. See also ARM Section 17.84 addresses purchasing through a "Third Party Cooperative that does not follow USDA Procurement Regulations". This will include TIPS and possibly other cooperatives that do not specify the exact quantities and line items procured by the cooperative. See the latest ARM Section 17 here.

If this letter was linked or provided in relation to a specific Vendor Contract then the Vendor has agreed to the 2 CFR 200 Contract provisions. For our Members' benefit, we encourage you, when expending federal funds, to make certain that you understand and comply with any other 2 CFR 200 requirements that cannot necessarily be met on your behalf by a cooperative. We also encourage you to incorporate all 2 CFR 200 TIPS Contract provisions agreed to by the Vendor into all supplemental agreements you enter into with the TIPS Vendor, if any. While TIPS works very hard to ensure legal purchasing compliance on Members' behalf TIPS does not provide legal counsel to its Members. TIPS recommends that you consult your legal counsel when executing contracts with TIPS Vendors. TIPS reserves the right to change its process as necessary in relation to updated guidance. Thank you for being a Member of TIPS and for letting us assist with your procurement needs.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY
Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a)

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

Silsbee Ford

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

2/16/2

Date

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME

STATE OF Texas §
§ AFFIDAVIT OF OWNERSHIP OR CONTROL
COUNTY OF Harden §

BEFORE ME, the undersigned authority, on this day personally appeared Rick Brown [FULL NAME] (hereinafter "Affiant"), Fleet Sales [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of Silsbee Ford [CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with New Ford F-250 [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:
- ☐ SOLE PROPRIETORSHIP
- ☑ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED PARTNERSHIP
- ☐ JOINT VENTURE
- ☐ LIMITED LIABILITY COMPANY
- ☐ OTHER (Specify type in space below):

NON-PROFIT ENTITY:
- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSN.

_____

_____

_____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE

NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: Silsbee Ford

Business Address [NO./STREET] 1211 US Hwy 96

[CITY/STATE/ZIP CODE] Silsbee TX 77656

Telephone Number (409) 659 1555

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (_____) _____

Email Address [OPTIONAL] _____

5% or More Owner(s)/Officers of Non-Profit Corporation
(IF NONE, STATE "NONE.")

Name: _____

Business Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (_____) _____

Email Address [OPTIONAL] _____

6. Optional Information
Contracting Entity and/or
[NAME OF

OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ **[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER]** as follows:

Name of Debtor: _____

Type of Debt: _____

Account Nos.: _____

Case or File Nos.: _____

Attorney/Agent Name: _____

Attorney/Agent Phone No.: _____

Delinquent Years/Months: _____

Status of Appeal [DESCRIBE]: _____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this 16 day of July, 2026.

(Seal)

HOLLY BUSSELL
Notary Public, State of Texas
Comm. Expires 03-09-2030
Notary ID 131861984

_____
Notary Public in and for the State of Texas

NOTE:
This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.

Attach additional pages if needed to supply the required names and addresses.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1490194

Date Filed:
07/16/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SILSBEE FORD
SILSBEE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
CITY OF BAYTOWN

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
240901
NEW FORD F250

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
DONALSON, DREW	SILSBEE, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Rick Brown, and my date of birth is 12/12/80.

My address is 8055 Hwy 326W, Kountze, TX, 77625, US.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hardin County, State of TX, on the 16 day of July (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

City of Baytown

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of $100,000 or more)

Pursuant to the Texas Government Code, I, Rick Brown, the undersigned representative of Silsbee Ford (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

a. the Company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;

b. the Company does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and

c. the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

In making this verification, I understand that the following definitions apply:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

2. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   b. does business with a company described by Paragraph (a).

3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
   a. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
   b. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
   c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

   but does not include:
   a. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
   b. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
      (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
      (2) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTED this the 16 day of July, 2026

Silsbee Ford
Company Name

Signature

Rick Brown Fleet Sales
Printed Name/Title

HOLLY BUSSELL
Notary Public, State of Texas
Comm. Expires 03-09-2030
Notary ID 131661984

STATE OF Texas §
COUNTY OF Hardin §

Before me, Holly Bussell, the undersigned notary public, on this day personally appeared Rick Brown, the Fleet Sales (Title) of Silsbee Ford, Inc. (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 16 day of July, 2026

Holly Bussell
Notary Public in and for the State of Texas

CO 2023 V1

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Purchase a new truck

Company Name: Silsbee Ford

Department: Health

Date: 07/28/2026 **Council Date:** 08/13/2026

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

_____

_____

_____

☑ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

_____ 07/28/2026

Director of Finance Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424

CITY COUNCIL MEETING 7. e.

Meeting Date: 08/13/2026
Subject: Replacement engine for the 2016 Engine 4 fire apparatus
Prepared for: Kenneth Dobson, Fire **Prepared by:** Ronald Roberts, Fire
Department: Fire

Information

ITEM

Consider approving the purchase of a replacement engine for the 2016 Engine 4 fire apparatus from Stewart & Stevenson in the amount of $53,713.39.

PREFACE

The Baytown Fire Department's 2016 Engine 4 has experienced an engine failure requiring replacement. Stewart & Stevenson has provided a quote in the amount of $53,713.39 for the purchase of a replacement engine. Approval of this purchase will restore Engine 4 to operational status, ensuring the department maintains adequate emergency response capabilities and fleet readiness.

Fiscal Impact

Fiscal Year:	2025/2026
Acct Code:	10002021-53006
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$53,713.39
Fiscal Impact (Additional Information):	

Attachments

Authorizing Purchase of Replacement Engine for Engine 4 from Stewart and Stevenson.vh
Service Estimate
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED FIFTY-THREE THOUSAND SEVEN HUNDRED THIRTEEN AND 39/100 DOLLARS ($53,713.39) TO STEWART & STEVENSON POWER PRODUCTS LLC FOR THE PURCHASE OF A REPLACEMENT ENGINE AND REPAIR FOR THE 2016 ENGINE 4 FIRE APPARATUS; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, authorizes payment in an amount not to exceed FIFTY-THREE THOUSAND SEVEN HUNDRED THIRTEEN AND 39/100 DOLLARS ($53,713.39) to Stewart & Stevenson Power Products LLC for the purchase of a replacement engine and repair for the 2016 Engine 4 fire apparatus.

Section 3: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, subject to the provision that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 13th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

R:\Ordinances and Resolutions\Resolution Drafts\City Council\2026-08-13\Authorizing Purchase of Replacement Engine for Engine 4 from Stewart and Stevenson.vh.docx

Service Estimate

REMIT TO:
Stewart & Stevenson P.O. Box 301063 Dallas TX 75303-1063

Correspondence Only: P.O. Box 2968 Houston, TX 77262 Phone: (713) 884-3200 EMAIL: credit@ssss.com

BILL TO:	SHIP TO:
CITY OF BAYTOWN 201 E WYE DR BAYTOWN, TX-77521-4130	IN STORE PICKUP 8631 EAST FWY HON-330 HOUSTON, TX-77029-1409

SUBMITTED TO		CONTACT BY	SERVICE REQUEST NUMBER
ARRON SHEFFIELD		2814205821	798635
Service Order	**Job Name**	**DELIVERY DATE**	**PAYMENT TERM**
675922	HON684255		Net 30
SALES PERSON		**LOCATION**	**CUSTOMER PO#**
Trosper, David Aaron		HOUSTON - HON	TBD
DEALER CODE		**CUSTOMER NUMBER**	**INVOICE NUMBER**
		61970	
ESTIMATE DATE		**DUE DATE**	**JOB OPEN DATE**
23-JUL-26			23-JUL-26

SERVICE ANYTIME, ANYWHERE	SALES SERVICE PARTS	RENTING-LEASING	PERIODIC MAINTENANCE

Equipment Details	**Vehicle OEM**: **VIN**: 4P1BAAGF1GA016824 **Unit:** 999 **Equipment Mileage:** 55165 **Hours:** **Licensed(On Hwy/Off Hwy):** On	**Vehicle OEM Model:** **Equipment SN:** 4P1BAAGF1GA016824 **Equipment In Service Date:** **Model:** TRUCK

Complaint: Engine overhaul - in-frame.

Service Narratives:	CUSTOMER CONTACT: AARON SHEFFIELD 281-420-5821 EMAIL: aaron.sheffield@baytown.org EQUIPMENT: FIRETRUCK E-4 VIN: 4P1BAAGF1GA016824 ESN: 471940S0429739 ODOMETER: 108681 . SCOPE OF WORK: Engine overhaul - in-frame. CORRECTION: - Took pictures of the truck when it arrived. Noted the front bumper on the passenger side is boogered up pretty bad and found the stainless bumper hardware on the driver's side floorboard along with the air horns on the back floorboard. - Batteries are completely dead. - Aired up the air system and release the brakes. Found no leaks and the air system is holding pressure. - Connected to the truck and towed it into the shop. - Connect to 120V shore power and let sit over the weekend in hopes of charging the batteries enough to raise the cab but came in the following Monday to find the batteries are still dead. Connect the jumper to the jump start lugs and that gives it enough power to switch it on and raise the cab. - The truck is staged in the shop and awaiting a tech. - Drain coolant and transmission oil. - Remove driveshaft, exhaust system, CAC and coolant piping. - Noticed the oil fill cap is missing and the trans dipstick plastic locks are broken off. Also noticed the engine oil dipstick tube is broke and will need replaced. - Remove rear mount P/S pump, starter, rear motor mounts, fan drive's driveshaft and lift rear of engine/trans and support rear of engine. Remove the trans cooler lines and cap off both the lines and the ports on the trans. Remove

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	the transmission and PTO. Lowered the transmission and sat it on the transmission jack under the truck. - Disconnect remaining coolant piping - Remove HVAC compressor and swung it off to the side - did not discharge refrigerant. - Disconnect OEM harness and air lines from engine and remove the front motor mount. - Attach lifting bracket and lift the engine from the chassis. - Place it on the stand beside the new engine to swap over parts. - When swapping over parts from the old engine to the new engine, found that the intake manifold had been R&R at some point and when they did it, they buffed the seal surfaces and left slight imperfections in the aluminum. - Detroit specifically says not to use abrasives when cleaning gasket surfaces. - This manifold is going to need to be replaced. Swapped over parts from the used engine to the new engine. Clean and inspect all parts to be re-used. - Engine oil pan and replace the oil pump pickup Assy along with the pickup O-rings and oil pan gasket. - Rear structure had to be swapped due to the p/s pump mounting and engine oil fill provisions. Replaced gasket and rear crank seal. - The water pump was different on the new engine so the water pump from the original engine was new, so it was just swapped overusing a new seal. - Had to replace the T-stat due to a different hose routing. The firetruck's faces forward while the replacement engine's housing faced down and inward. - While swapping over the intake manifold, found the original is damaged, got authorization to replace so install new manifold with new gaskets. - Fuel filter module (Install new filters), fuel lines, fuel rail and inj jumper lines with new inj line seals. Replaced the HP fuel lines that feed the rail from the pump. - Swapped over the fuel pump with new mtg seals - Air compressor with new mtg seals - Install a new CC vent Assy - Swap over the EGR cooler with new seals and connection pipes. - Swap over exhaust manifold and heat shields using new mounting gaskets and install a new turbo using new gaskets. - Install the front accessory drive components such as the alternator, idler pulleys, tensioner and fan clutch/hub. - Attach oil primer while the engine was on the stand and fill 6 gallons of new 15w40 through it to avoid a dry start-up. Then finished filling with 15w40 through the front fill port since the rear cap is missing and applied tape to cover it. - With the valve cover off, verified valve adjustment .016" int, .024" exh & 4.6mm for Jake Brake lash. - Button the engine up with the new engine oil dipstick tube assy. - Rig up the engine lift bracket onto the now fully dressed, new engine. - Raise and set the new engine into the chassis and secure the front motor mount. - Raised the transmission into place and fully bolt the tranny to the engine and then install the rear motor mounts and set the rear motor mounts onto their place. - Made all connections from engine/tranny to the chassis. - Fill the system with new coolant. - Reconnect batteries and connect the charger. - Connect the fuel primer and push fuel through the system. - Connect the laptop using DL8 to monitor parameters. - The engine started easily and oil pressure rose to almost 80psi before settling down to 65psi at idle, cold. - Brought the truck to the wash rack and steam cleaned the engine. (Noticed that the cab lock release does not work and has to be released manually and the cab latch on the passenger side is leaking) - Parked the truck outside the bay on high idle for apx 30 minutes to build coolant temp and verify T-stat operation and no leaks. - Perform a complete 45-minute HIR (High Idle Regen) and witnessed the engine fan engaging at 221* F as it should and bringing the coolant temp down to apx 190*. - With the HIR complete, shut off the engine and let it sit and cool overnight. Came in in the AM and verified fluid levels are full and no leaks on the floor. - Start and run the engine (This time without a jump) and set it on high idle to bring up coolant temp. - Connected with DL8 and took the truck for a road test for apx 38-40 miles to verify operation of the engine/transmission. Found satisfactory and released the unit to CSA's for final write-up. - The truck is not without its defects, such as the front bumper damage, the air horns removed, the cab latch leaking etc. but at this point on 5/29/26, it is safe and road worthy. NOTE: Oil fill cap missing & trans dipstick lock is broke.

QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	UNIT PRICE	EXTENDED PRICE

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1	29546229	SEAL- FILL TUBE	Ea	$9.16	$9.16
1	DDE A0239977145	O-RING - GENERAL PURPOSE	Ea	$10.59	$10.59
6	DDE A0019904605	SCREW, EXHAUST FLANGED MANIFO	Ea	$6.20	$37.20
12	DDE A0039901800	MOUNTING BOLT, FLYWHEEL	Ea	$15.00	$180.00
1	DDE A0189973145	O-RING	Ea	$6.69	$6.69
1	DDE A4710960380	METAL SEAL	Ea	$72.00	$72.00
1	DDE A4710981117	CHRG A/HSG	Ea	$451.49	$451.49
1	DDE A4711508233	WIRING HARNESS - ELECTRONIC INJ	Ea	$113.00	$113.00
1	DDE A4711508333	WIRING HARNESS - ELECTRONIC INJ	Ea	$113.00	$113.00
1	DDE A4720980880	MOUNTING SEAL, COLD BOOST PIPE	Ea	$9.69	$9.69
1	DDE A4711420180	SEAL (METAL	Ea	$109.00	$109.00
1	DDE A4722030315	FITTING - FUEL LINE	Ea	$15.00	$15.00
2	DDE A4721870880	O-RING, OIL SUCTION LINE	Ea	$10.99	$21.98
2	DDE A4722000154	COUPLING - WATER MANIFOLD	Ea	$16.00	$32.00
20	DDE N007603014104	(R/B DDE A9909970045) SEAL RING	Ea	$2.10	$42.00
4	DDE N000000001071	SEAL RING	Ea	$4.19	$16.76
1	DDE N000000001072	SEALING RING, M20	Ea	$5.03	$5.03
1	DDE 23519175	SENSOR ASSY	Ea	$266.00	$266.00
1	DDE A0081530128	TEMP. SENSOR	Ea	$27.00	$27.00
6	DDE A0009903150	NUT, EXHAUST FLANGED MANIFOLD	Ea	$5.72	$34.32
1	DDE A0179978945	MOUNTING O-RING, HIGH PRESSURE	Ea	$23.00	$23.00
1	DDE A4712030680	GASKET - WATER MANIFOLD	Ea	$29.00	$29.00
1	DDE A4712030780	GASKET - WATER MANIFOLD	Ea	$30.00	$30.00
1	DDE A4712031180	GASKET - OUTLET, WATER	Ea	$11.07	$11.07
6	DDE A4720980080	MOUNTING SEAL, INTAKE MANIFOLD	Ea	$9.69	$58.14
1	DDE A4710140422	GASKET,OIL PAN MOUNTING	Ea	$167.00	$167.00
1	DDE A4711420280	SEAL (METAL	Ea	$109.00	$109.00
2	DDE A4721870980	O-RING, OIL PRESSURE LINE	Ea	$10.39	$20.78
20	DDE N000000001067	SEALING RING, M10	Ea	$.44	$8.80
4	DDE N000000001069	SEALING RING, M14	Ea	$.75	$3.00
1	DDE A0159974946	OIL SEAL, CRANKSHAFT, REAR	Ea	$47.00	$47.00
1	05145844	CLAMP	Ea	$22.48	$22.48
13	OWI 23519396	ANTFRZ-DDC PWRCOL ELC OAT 50/5	Ea	$9.04	$117.52
1	DDE A4720180780	GASKET, CRANKCASE BREATHER	Ea	$14.76	$14.76
1	DDE A4711420680	GASKET, EXHAUST FLANGED MANIF	Ea	$25.00	$25.00
1	DDE A4710780510	FUEL LINE KT	Ea	$133.00	$133.00
13	MBL 122492	OIL, MD 1300 SUP 15W-40, CK-4 1-G (4	Ea	$25.45	$330.85
1	DDE A0029981350	PLUG	Ea	$9.39	$9.39
1	DDE A4700903151	KIT, FUEL FILTER	Ea	$83.99	$83.99
1	DDE A4712003453	A/C COOLANT RETURN LINE	Ea	$101.00	$101.00
1	DDE A4722005052	LINE, COOLANT SUPPLY, ONE CYL AI	Ea	$21.00	$21.00
1	DDE A4711808751	MANIFOLD - OIL SUCTION	Ea	$115.00	$115.00
1	DDE A0002361880	GASKET, IDLER 3 COVER PLATE	Ea	$9.49	$9.49
8	DDE A4229900000	MOUNTING BOLT, VIBRATION DAMPE	Ea	$3.23	$25.84
1	5-281X	KIT-U JOINT/ SPICER	Ea	$288.86	$288.86
1	DDE A4710150480	MOUNTING GASKET, FLYWHEEL HOU	Ea	$43.00	$43.00

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1	DDE A0309976645	OIL SUPPLY O-RING, AIR COMPRESS	Ea	$3.31	$3.31
1	DDE A4720150980	O-RING, FLYWHEEL HOUSING COVER	Ea	$4.16	$4.16
1	DDE A4711409075	EXHAUST GAS COOLER	Ea	$2,574.99	$2,574.99
1	DDE R23565008	ENGINE, DDC, LB+ DD13 GHG17 D471	Ea	$22,477.85	$22,477.85
1	DDE RA4710701387	INJ POWERPACK	Ea	$4,133.82	$4,133.82
1	DDE RA4710907180	REMAN TURBO	Ea	$2,285.61	$2,285.61
2	15E2E1	TRANSYND 668 1GA (RPLS 27101-CTC	Ea	$50.00	$100.00
2	15E2E0	TRANSYND 668 5GA	Ea	$246.00	$492.00
1	F4HZ 3K506 CFTL	P/S MOUNTING GASKET	Ea	$13.10	$13.10
1	DDE A4712007815	*RPLS DDE A4712006415* THERMOST	Ea	$92.00	$92.00
	FREIGHT IN-SERVIC	FREIGHT CHARGES IN SERVICE			$535.00
1	DDE EA4720108262	(RPLS DDE A4720107662) BREATHER	Ea	$436.00	$436.00
1	DDE A4701870480	GASKET - TURBOCHARGER OIL DRAI	Ea	$2.38	$2.38
1	DDE A0079979271	SCREW-IN FITTING *RPLS DDE A0049	Ea	$14.00	$14.00
1	DDE A4722033480	SEAL *RPLS DDE A4722030080*	Ea	$7.09	$7.09
1	040581	DIPSTICK,ENGINE OIL	Ea	$565.80	$565.80
Parts Total :					$37,156.99

We appreciate the opportunity to serve your needs.

Customer Copy

Service Estimate

REMIT TO:
Stewart & Stevenson P.O. Box 301063 Dallas TX 75303-1063

Correspondence Only: P.O. Box 2968 Houston, TX 77262 Phone: (713) 884-3200 EMAIL: credit@ssss.com

BILL TO:	SHIP TO:
CITY OF BAYTOWN 201 E WYE DR BAYTOWN, TX-77521-4130	IN STORE PICKUP 8631 EAST FWY HON-330 HOUSTON, TX-77029-1409

SUBMITTED TO	CONTACT BY	SERVICE REQUEST NUMBER
ARRON SHEFFIELD	2814205821	798635
REPAIR ORDER NUMBER	**DELIVERY DATE**	**PAYMENT TERM**
675922		Net 30
SALES PERSON	**LOCATION**	**CUSTOMER PO#**
Trosper, David Aaron	HOUSTON - HON	TBD
DEALER CODE	**CUSTOMER NUMBER**	**INVOICE NUMBER**
	61970	
ESTIMATE DATE	**DUE DATE**	**JOB OPEN DATE**
23-JUL-26		23-JUL-26

SERVICE ANYTIME, ANYWHERE	SALES SERVICE PARTS	RENTING-LEASING	PERIODIC MAINTENANCE

Equipment Details	**Vehicle OEM**: **VIN**: 4P1BAAGF1GA016824 **Unit:** 999 **Equipment Mileage:** 55165 **Hours:** **Licensed(On Hwy/Off Hwy):** On	**Vehicle OEM Model:** **Equipment SN:** 4P1BAAGF1GA016824 **Equipment In Service Date:** **Model:** TRUCK

Complaint: Engine overhaul - in-frame.

We appreciate the opportunity to serve your needs.

Customer Copy

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Replace engine for the 2016 engine 4 apparatus from Stewart & Stevenson

Company Name: Stewart & Stevenson Power Products, LLC

Department: Fire

Date: 07/28/2026 **Council Date:** 08/13/2026

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

_____

_____

_____

☑ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

_____ 07/28/2026

Director of Finance Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424

CITY COUNCIL MEETING 7. f.

Meeting Date: 08/13/2026
Subject: Renewal of Microsoft Enterprise Agreement (EA) and Software Assurance (SA) Year 1 of 3
Prepared for: Kevin Boatswain, Information Technology Services
Prepared by: Levi Masterson, Information Technology Services
Department: Information Technology Services

Information

ITEM

Consider an ordinance authorizing payment for the Microsoft Enterprise Agreement (EA) and Software Assurance (SA) for all City servers to SHI/Government Solutions, Inc., through the Texas Department of Information Resources.

PREFACE

This proposed ordinance authorizes payment for the Microsoft Enterprise Agreement (EA) and Software Assurance (SA) for all City servers to SHI/Government Solutions, Inc., through the Texas Department of Information Resources, in the amount of $56,869.14 for the initial year one of a three-year agreement.

SHI is the sole vendor of EA and SA agreements under Texas DIR Contract Number DIR-CPO-5237. The EA and SA agreement provides the City with the licenses necessary for the use and maintenance of all Microsoft-based servers, including Exchange, SQL, and Windows. These servers enable the email, database, and application functions used in every City department.

Fiscal Impact

Fiscal Year:	26
Acct Code:	10001071-56600
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	56869.14
Fiscal Impact (Additional Information):	

Attachments

Ord-Microsoft EA & SA Agts
DIR Contract DIR-CPO-5237
Quotation
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF FIFTY-SIX THOUSAND, EIGHT-HUNDRED, SIXTY-NINE AND 14/100 DOLLARS ($56,869.14) TO SHI/GOVERNMENT SOLUTIONS, INC., FOR THE MICROSOFT ENTERPRISE AGREEMENT AND SOFTWARE ASSURANCE FOR ALL CITY SERVERS THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES COOPERATIVE PURCHASING CONTRACT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Baytown has entered into an interlocal cooperative contract with the Texas Department of Information Resources ("DIR") for the purchase of licenses necessary for the use and maintenance of all City servers; and

WHEREAS, the DIR's purchasing process includes posting the request on the Electronic State Business Daily (ESBD), gathering and reviewing the vendors' responses to the posting, negotiating with selected vendors, and managing vendor contracts; and

WHEREAS, such process, in combination with the interlocal cooperative contract, allows the City to purchase automated information systems products and/or services in an efficient, cost-effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a DIR contract through its interlocal cooperation contract, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of FIFTY-SIX THOUSAND, EIGHT-HUNDRED, SIXTY-NINE AND 14/100 DOLLARS ($56,869.14) to SHI/Government Solutions, Inc., for the purchase of licenses necessary for the use and maintenance of all City servers.

Section 2: That the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 13th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES

SHI/Government Solutions, Inc.

1 INTRODUCTION

1.1 Parties

This contract for Software, Commercial Off-the-Shelf (COTS) and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and SHI/Government Solutions, Inc. a Domestic For-Profit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 3828 Pecana Trail Austin, Texas 78749.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-570, on February 2, 2023, for Software, Commercial Off-the-Shelf (COTS) and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-570, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

A. For transactions under this Contract, the order of precedence shall be as follows:
   1. this Contract;
   2. Appendix A, Standard Terms and Conditions;
   3. Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;
   4. Appendix C, Pricing Index;
   5. Exhibit 1, RFO DIR-CPO-TMP-570, including all Addenda; and
   6. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-570, including all Addenda.

B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions**.

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (2) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract and if such a case arises, the parties by mutual agreement may extend the term as stated herein at the rates specified in this Contact following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written request to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to Value Added Software Reseller Products and Related Services for Microsoft and Adobe, as defined in Request for Offer DIR-CPO-TMP-570 for Software, Commercial Off-the-Shelf (COTS) and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or

make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.

B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.

C. If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.

B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On-Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer request expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

5.5 Travel Expenses

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of such services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking, and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services provided under this Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by the Customer. The Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

6 DIR ADMINISTRATIVE FEE

A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.

B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

A. A current price list or mechanism to obtain specific contract pricing;
B. MSRP/list price or DIR Customer price;
C. Discount percentage (%) off MSRP or List Price;
D. Warranty policies; and
E. Return policies.
F. A link to DIR's list of TX-RAMP certified Cloud Products; and
G. Service Level Agreements for each SaaS product awarded, including metrics and method for calculating and reporting results, for:
    i. service availability.
    ii. recovery time objectives; and
    iii. data loss tolerance levels (also known as recovery point objectives).

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.

B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.

D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.

E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.

F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: lisa.massock@dir.texas.gov

If sent to Successful Respondent:

Kristina Mann
Senior Manager / Contracts
SHI/Government Solutions, Inc.
3828 Pecana Trail
Austin, Texas 78749
Phone: (908) 547-9471
Email: Kristina_mann@shi.com

10 SOFTWARE LICENSE

10.1 Software License Agreement

A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.

B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

11 CONFLICTING OR ADDITIONAL TERMS

A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.

B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent

update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

No exceptions have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

SHI/Government Solutions, Inc.

Authorized By: Signature on File

Name: Kristina Mann

Title: Senior Manager / Contracts

Date: 9/20/2023

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 9/22/2023

Office of General Counsel: M.R.

Date: 9/22/2023

SHI pricing for the renewal of City of Baytown EA 50659784 ending 7/31/2026

Item #	Manufacturer	Part #	Product	Contract Name	Contract #	Coverage Start	Coverage End	Quantity	Retail	Your Price	Total	Note
1	Microsoft	W06-00446	Core CAL ALng SA UCAL	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Aug-01-2026	Jul-31-2027	730	$65.00	$53.54	$39,084.20	Year 1 of 3
2	Microsoft	395-02504	Exchange Server Ent ALng SA	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Aug-01-2026	Jul-31-2027	1	$962.00	$792.34	$792.34	Year 1 of 3
3	Microsoft	7JQ-00343	SQL Server Enterprise Core ALng SA 2L	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Aug-01-2026	Jul-31-2027	2	$2,968.00	$2,444.54	$4,889.08	Year 1 of 3
4	Microsoft	9EA-00278	Win Server DC Core ALng SA 2L	Adobe/Microsoft Software & Related Services	DIR-CPO-5237	Aug-01-2026	Jul-31-2027	88	$167.00	$137.54	$12,103.52	Year 1 of 3
										Total	**$56,869.14**	

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

"This pricing has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary pricing. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Payment Schedule:
Year 1 (8/1/2026 - 7/31/2027): $56,869.14
Year 2 (8/1/2027 - 7/31/2028): $56,869.14
Year 3 (8/1/2028 - 7/31/2029): $56,869.14

Total (Years 1-3): $170,607.42

Due to the potential impact of any current or future Microsoft pricing increases, the price and availability of softrware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this pricing proposal is valid through June 30,2026.
To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	4942672

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Product Selection Form	3210355.003_PSF
Enterprise Enrollment (Indirect)	X20-10637

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* CITY OF BAYTOWN	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	
Tax ID	

** indicates required field*

Microsoft Affiliate	
Microsoft Corporation	
Signature	_____
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*	74489281
Previous Enrollment number *(Reseller to complete)*	50659784

Framework ID *(if applicable)*

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

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Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

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"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Order requirements.

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

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(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

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Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

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5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

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For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

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Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ **Enrolled Affiliate only.**

☐ **All Affiliates.** All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

☐ **Enrolled Affiliate including.** Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://privacy.microsoft.com/privacystatement.

a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing

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in the Microsoft 365 Admin Center (MAC)and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* CITY OF BAYTOWN
Contact name: First* Kevin **Middle** **Last*** Boatswain
Contact email address* kevin.boatswain@baytown.org
Street address* 2401 Market Street
City* Baytown
State* TX
Postal code* 77520-6204-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (281) 422-8359
Tax ID
Work or School (WSA) Account ID kevin.boatswain@baytown.org
** indicates required fields*

b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC)and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Levi **Middle** **Last*** Masterson
Contact email address* Levi.Masterson@baytown.org
Street address* 2401 Market Street
City* Baytown
State* TX
Postal code* 77520-6204-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 281-420-5812
Work or School (WSA) Account ID levi.masterson@baytown.org
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. Online Services Manager. This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Levi **Middle** **Last*** Masterson
Contact email address* Levi.Masterson@baytown.org
Phone* 281-420-5812
Work or School (WSA) Account ID levi.masterson@baytown.org
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

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d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* DeirdreKeelan
Phone* 888-764-8888
Contact email address* msteam@shi.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Deirdre Keelan

Printed name* Deirdre Keelan
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Electronically submitted

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID	Enrollment Number
3210355.003	

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	730	730	1.0	User Licenses

Products	Enterprise Quantity
Client Access License (CAL)	
Core CAL	
Core CAL	730

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	0	730	730	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.

Note 2: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 3: Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 4: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 5: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Microsoft Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: CITY OF BAYTOWN
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	50659784	X	X

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Renewal of Microsoft Enterprise Agreement (EA) and Software Assurance (SA) Year 1 of 3

Company Name: SHI Government Solutions

Department: Information Technology Service (ITS)

Date: 07/23/2026 **Council Date:** 08/13/2026

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

_____

_____

_____

☑ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

Teresa McCabe — Director of Finance

07/23/2026 — Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424

CITY COUNCIL MEETING 7. g.

Meeting Date: 08/13/2026
Subject: Tax Increment Reinvestment Zone (TIRZ) Annual Status Reports for Fiscal Years 2024 and 2025
Prepared for: Brian Moran, Development Manager
Prepared by: Brian Moran, Development Manager
Department: Development Manager

Information

ITEM

Consider a resolution authorizing the City Manager to submit the annual status reports for Tax Increment Reinvestment Zone No. 1 and Tax Increment Reinvestment Zone No. 2 to the chief executive officers of the applicable taxing units and the Texas Comptroller of Public Accounts, as required by Section 311.016 of the Texas Tax Code.

PREFACE

Section 311.016 of the Texas Tax Code requires the City to submit annual status reports for each Tax Increment Reinvestment Zone (TIRZ) to the chief executive officer of each participating taxing unit and to the Texas Comptroller of Public Accounts no later than the 150th day following the end of the City's fiscal year. The City of Baytown has established two reinvestment zones, TIRZ No. 1 and TIRZ No. 2. This resolution authorizes the City Manager to submit the required reports for Fiscal Years 2024 and 2025, which include information regarding:

1. The amount and source of revenue in the tax increment fund established for each zone.
2. The amount and purpose of expenditures from the funds.
3. The amount of principal and interest due on outstanding bonded indebtedness for each zone.
4. The tax increment base and current captured appraised value retained by the zones.
5. The captured appraised value shared by the City and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the tax increment financing plans adopted by the City.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
No fiscal impact associated with this item.

Attachments

Resolution - TIRZ Reports
TIRZ 1 2024 Annual Report
TIRZ 2 2024 Annual Report
TIRZ 1 2025 Annual Report
TIRZ 2 2025 Annual Report

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT, TO THE CHIEF EXECUTIVE OFFICERS OF TAXING UNITS WITHIN EACH REINVESTMENT ZONE CREATED BY THE CITY AND TO THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS, THE REPORTS MANDATED BY SECTION 311.016 OF THE TEXAS TAX CODE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, § 311.016 of the Texas Tax Code mandates that the City submit reports to the chief executive of each taxing unit that levies property taxes on real property in each reinvestment zone created by the City and to the Texas Comptroller of Public Accounts, a report on the status of the zones; and

WHEREAS, the City must submit said reports on or before the 150th day following the end of the fiscal year; and

WHEREAS, the reports must include:

(1) the amount and source of revenue in the tax increment fund established for each zone;

(2) the amount and purpose of expenditures from the funds;

(3) the amount of principal and interest due on outstanding bonded indebtedness for each zone;

(4) the tax increment base and current captured appraised value retained by the zones; and

(5) the captured appraised value shared by the City and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the tax increment financing plans adopted by the City; and

WHEREAS, the City has created two (2) reinvestment zones: Tax Increment Reinvestment Zone Number One (TIRZ No. 1) and Tax Increment Reinvestment Zone Number Two (TIRZ No. 2); NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas hereby authorizes and directs the City Manager to submit to the chief executive of each taxing unit that levies property taxes on real property in TIRZ No. 1 and TIRZ No. 2 and to the Texas Comptroller of Public Accounts, a report on the status of each Zone for Fiscal Years 2024 and 2025.

Section 2: That the City Manager submit said reports on or before the 150th day following the end of the current fiscal year.

Section 3: That the reports shall include:

(1) the amount and source of revenue in the tax increment fund established for each zone;

(2) the amount and purpose of expenditures from the funds;

(3) the amount of principal and interest due on outstanding bonded indebtedness for each zone;

(4) the tax increment base and current captured appraised value retained by the zones; and

(5) the captured appraised value shared by the City and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the tax increment financing plans adopted by the City.

Section 4: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 13th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

City of Baytown
Tax Increment Reinvestment Zone No. 1
Annual Report

Fiscal Year 2024

Introduction

The City of Baytown Tax Increment Reinvestment Zone #1 ("TIRZ #1") was created on August 9, 2001, pursuant to ordinance No. 9197 adopted by the City Council of the City of Baytown ("City Council") as authorized by Chapter 311 of the Texas Tax Code (the "Act"). TIRZ #1 was created to finance construction of public facilities and infrastructure necessary to catalyze commercial and residential development and redevelopment within the Zone boundaries. TIRZ #1 is located in the central portion of the City of Baytown with Highway 10 running through it. The TIRZ boundary encompasses approximately 1,022 acres. The project and financing plan outlines the funding of $144,466,626 in public improvements related to streets, water and drainage improvements, hardscaping and mitigation, wastewater improvements, city services, engineering and administration and project management. The TIRZ will fund these improvements through bond issuance, ad valorem participation of eligible taxing jurisdictions.

TIRZ Revenues

According to the City of Baytown Financial Statements, the total property tax incremental TIRZ revenues and other revenues collected during Fiscal Year 2024 are provided below.

Fiscal Year	Increment Revenue	Interest Revenue	Bond Proceeds	Total Revenue	Ending Fund Balance
2023	$ 3,045,285			$ 3,045,285	$ 4,559,732
2024	3,000,441	265,076	7,579,502	10,845,019	13,728,107

TIRZ Expenditures

According to the City of Baytown Financial Statements, expenditures below include administration, developer payments for infrastructure improvements, and debt service payments.

Fiscal Year	TIRZ Expenditures
2023	$ 3,192,124
2024	1,676,644

Debt Service

Outstanding City of Baytown, Combination Tax and Revenue Certificates of Obligation supported by Zone increment.

	Series 2016	Series 2024	Total
Principal (2/1)	$ 845,000	$ -	$ 845,000
Interest (2/1)	204,491	-	204,491
Interest (8/1)	183,366	46,833	230,199
Total FY 2024	$ 1,232,856	$ 46,833	$ 1,279,689

Taxable Values

The total base year (various) taxable value of the property within the Original Zone, 2020 Annex of TIRZ #1 and 2023 Annex of TIRZ #1 was $63,528,367.

The 2024 total appraised value of the property within TIRZ #1 was $448,891,897. As a result, the aggregate increase in the total taxable value ("Incremental Appraised Value") for the year is $385,363,530.

	TY 2024		
	Base Value	Current Taxable Value	Captured Appraised Value
Original	$ 15,199,013	$ 301,220,011	$ 286,020,998
2020 Annex	7,636,847	103,291,635	95,654,788
2023 Annex	40,692,507	44,380,251	3,687,744
	$ 63,528,367	$ 448,891,897	$ 385,363,530

City of Baytown
Tax Increment Reinvestment Zone No. 2
Annual Report

Fiscal Year 2024

Introduction

The City of Baytown Tax Increment Reinvestment Zone #2 (“TIRZ #2”) was designated on December 14, 2023, pursuant to Ordinance No. 24628 adopted by the City Council of the City of Baytown (“City Council”) as authorized by Chapter 311 of the Texas Tax Code (the “Act”). TIRZ #2 was created to promote redevelopment, address infrastructure deficiencies (such as water distribution, wastewater collection, and storm drainage), and catalyze commercial and economic investment within the Zone. TIRZ #2 encompasses a non-contiguous geographic area of approximately 3,925 acres located wholly within the corporate limits of the City of Baytown. The Zone took effect immediately upon passage on December 14, 2023, and is scheduled to terminate on December 31, 2052, or at an earlier time designated by subsequent ordinance. The TIRZ will fund these improvements through bond issuance, ad valorem participation of eligible taxing jurisdictions.

TIRZ Revenues

For Fiscal Year 2024, Tax Increment Reinvestment Zone No. 2 generated $0 in tax increment revenues. Certified taxable value was $350,440,650 in Fiscal Year 2025. The base year value was for tax year 2025 was amended to $351,338,863 from $389,777,226.

TIRZ Expenditures

According to the City of Baytown Financial Statements, total expenditures for Tax Increment Reinvestment Zone No. 2 during Fiscal Year 2024 were $0.00. Because no tax increment revenues were generated or collected during the reporting period, no disbursements were made for public infrastructure projects, developer reimbursements, debt obligations, or administrative costs.

Debt Service

Tax Increment Reinvestment Zone No. 2 had $0.00 in outstanding debt service obligations for Fiscal Year 2024. No Combination Tax and Revenue Certificates of Obligation, tax increment bonds, or other debt instruments backed by Zone increment were issued, outstanding, or paid during the fiscal year.

Taxable Values

The total base year taxable value of property within TIRZ No. 2 was established at $389,777,226 upon creation (effective January 1, 2024). According to HCAD certified true-up data (as of January 2025), the total appraised taxable value of property within TIRZ No. 2 for Tax Year 2024 was $342,148,659. Because current appraised values remained $47,628,567 below the base value, the aggregate captured incremental value for Tax Year 2024 was $0

City of Baytown
Tax Increment Reinvestment Zone No. 1
Annual Report

Fiscal Year 2025

Introduction

The City of Baytown Tax Increment Reinvestment Zone #1 ("TIRZ #1") was created on August 9, 2001, pursuant to ordinance No. 9197 adopted by the City Council of the City of Baytown ("City Council") as authorized by Chapter 311 of the Texas Tax Code (the "Act"). TIRZ #1 was created to finance construction of public facilities and infrastructure necessary to catalyze commercial and residential development and redevelopment within the Zone boundaries. TIRZ #1 is located in the central portion of the City of Baytown with Highway 10 running through it. The TIRZ boundary encompasses approximately 1,022 acres. The project and financing plan outlines the funding of $144,466,626 in public improvements related to streets, water and drainage improvements, hardscaping and mitigation, wastewater improvements, city services, engineering and administration and project management. The TIRZ will fund these improvements through bond issuance, ad valorem participation of eligible taxing jurisdictions.

TIRZ Revenues

According to the City of Baytown Financial Statements, the total property tax incremental TIRZ revenues and other revenues collected during Fiscal Year 2024 are provided below.

Fiscal Year	Increment Revenue	Interest Revenue	Bond Proceeds	Total Revenue	Ending Fund Balance
2023	$ 3,045,285			$ 3,045,285	$ 4,559,732
2024	3,000,441	265,076	7,579,502	10,845,019	13,728,107
2025	2,902,077	512,081	-	3,414,158	14,098,476

TIRZ Expenditures

According to the City of Baytown Financial Statements, expenditures below include administration, developer payments for infrastructure improvements, and debt service payments.

Fiscal Year	TIRZ Expenditures
2023	$ 3,192,124
2024	1,676,644
2025	3,043,789

Debt Service

Outstanding City of Baytown, Combination Tax and Revenue Certificates of Obligation supported by Zone increment.

	Series 2016	Series 2024	Total
Principal (2/1)	$ 1,075,000	$ 210,000	$ 1,285,000
Interest (2/1)	183,366	175,625	358,991
Interest (8/1)	156,491	170,375	326,866
Total FY 2025	$ 1,414,856	$ 556,000	$ 1,970,856

Taxable Values

The total base year (various) taxable value of the property within the Original Zone, 2020 Annex of TIRZ #1 and 2023 Annex of TIRZ #1 was $63,528,367.

The 2025 total appraised value of the property within TIRZ #1 was $454,876,311. As a result, the aggregate increase in the total taxable value ("Incremental Appraised Value") for the year is $391,347,944.

	TY 2025		
	Base Value	Current Taxable Value	Captured Appraised Value
Original	$ 15,199,013	$ 304,181,460	$ 288,982,447
2020 Annex	7,636,847	102,043,115	94,406,268
2023 Annex	40,692,507	48,651,736	7,959,229
	$ 63,528,367	$ 454,876,311	$ 391,347,944

City of Baytown
Tax Increment Reinvestment Zone No. 2
Annual Report

Fiscal Year 2025

Introduction

The City of Baytown Tax Increment Reinvestment Zone #2 ("TIRZ #2") was designated on December 14, 2023, pursuant to Ordinance No. 24628 adopted by the City Council of the City of Baytown ("City Council") as authorized by Chapter 311 of the Texas Tax Code (the "Act"). TIRZ #2 was created to promote redevelopment, address infrastructure deficiencies (such as water distribution, wastewater collection, and storm drainage), and catalyze commercial and economic investment within the Zone. TIRZ #2 encompasses a non-contiguous geographic area of approximately 3,925 acres located wholly within the corporate limits of the City of Baytown. The Zone took effect immediately upon passage on December 14, 2023, and is scheduled to terminate on December 31, 2052, or at an earlier time designated by subsequent ordinance. The TIRZ will fund these improvements through bond issuance, ad valorem participation of eligible taxing jurisdictions.

TIRZ Revenues

According to the City of Baytown Financial Statements and Harris County Appraisal District (HCAD) true-up records, Tax Increment Reinvestment Zone No. 2 generated $0.00 in tax increment revenues and other collections during Fiscal Year 2025. Although total certified appraised value increased to $350,440,650, it remained below the amended Tax Increment Base Value ($351,338,863), resulting in no captured incremental value or revenue collection.

TIRZ Expenditures

According to the City of Baytown Financial Statements, total expenditures for Tax Increment Reinvestment Zone No. 2 during Fiscal Year 2025 were $0.00. Because no tax increment revenues were generated or deposited into the tax increment fund during the reporting period, no disbursements were made for public infrastructure projects, developer reimbursements, debt obligations, or administrative expenses.

Debt Service

Tax Increment Reinvestment Zone No. 2 had $0.00 in outstanding debt service obligations for Fiscal Year 2025. No certificates of obligation, tax increment bonds, or other debt instruments backed by Zone revenues were issued, outstanding, or paid during either reporting period.

Taxable Values

On December 16, 2025, the Baytown Redevelopment Authority Board and City Council amended the Tax Increment Base Value for TIRZ No. 2 to $351,338,863 for Tax Year 2025. According to HCAD certified true-up data as of January 2026, the total appraised taxable value of property within TIRZ No. 2 for Tax Year 2025 reached $350,440,650. While this represents a growth of $8,291,991 over Tax Year 2024 certified values ($342,148,659), total appraised values remained $898,213 below the amended base threshold, resulting in an aggregate captured incremental value of $0.

CITY COUNCIL MEETING 7. h.

Meeting Date: 08/13/2026

Subject: Consider an ordinance authorizing the purchase of construction services for the Temporary Relocation of the City of Baytown Sterling Municipal Library from Buyboard Cooperative Purchasing Program contractor Brown and Root Industrial Services, LLC

Prepared for: Carol Haddock, Public Works/Engineering/BAWA

Prepared by: Jamie Wimmer, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing the purchase of construction services for the Temporary Relocation of the City of Baytown Sterling Municipal Library from Buyboard Cooperative Purchasing Program contractor Brown and Root Industrial Services, LLC.

PREFACE

This proposed ordinance authorizes the purchase of construction services for the Temporary Relocation of the City of Baytown Sterling Municipal Library, from Brown and Root Industrial Services, LLC, in the amount of $140,675.00, through the Buyboard Cooperative Purchasing Program contract #728-24.

The Sterling Municipal Library is scheduled for renovation; therefore, the library will temporarily be relocated. The former San Jacinto Elementary School located at 2615 Virginia Street, Baytown, Texas, will be the temporary location. Goose Creek Consolidated Independent School District ("GGCISD"), has agreed to lease the building to the City.

Brown and Root Industrial Services will be performing the following renovation services associated with the temporary relocation of the library.

The scope of work includes, but is not limited to, painting, installation of metal stud framing and sheet rock, replacement of carpet with carpet tiles, replacement of ceiling tiles, replacement of doors including appropriate hardware, and restroom renovations for compliance with the Americans with Disabilities Act ("ADA").

Contractors are approved vendors through the Buyboard Cooperative Purchase Program. The City of Baytown is a member of the same, and can access contracts with the supplying companies. Brown and Root Industrial Services, LLC, is an approved vendor through the Buyboard Cooperative Purchase Program. The cooperative agreement has already been competitively bid, for which the city is receiving the deepest discounts.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	27055011-54007
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$140,675.00
Fiscal Impact (Additional Information):	

Attachments

Ordinance - Library-Brown & Root
Quote - Brown & Root Industrial Services, LLC
Buyboard Renewal Letter - Brown & Root Industrial Services, LLC
Buy Board Contract #728-24 Brown & Root Industrial Services, LLC
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN THE AMOUNT OF ONE-HUNDRED, FORTY THOUSAND, SIX-HUNDRED, SEVENTY-FIVE AND NO/100 DOLLARS ($140,675.00) TO BROWN & ROOT INDUSTRIAL SERVICES, LLC, THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD), FOR THE PURCHASE OF CONSTRUCTION SERVICES FOR THE TEMPORARY RELOCATION OF THE CITY OF BAYTOWN STERLING MUNICIPAL LIBRARY; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Baytown is a member of the cooperative purchasing program established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, the Texas Local Government Purchasing Cooperative's Buy Board Program is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a state contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes payment in the amount of ONE-HUNDRED, FORTY THOUSAND, SIX-HUNDRED, SEVENTY-FIVE AND NO/100 DOLLARS ($140,675.00) to Brown & Root Industrial Services, LLC, through the Texas Local Government Purchasing Cooperative (Buy Board), for the purchase of construction services for the temporary relocation of the City of Baytown Sterling Municipal Library.

Section 2: That the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 13th day of August, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

Brown & Root

June 26, 2026

Timothy Murphy
Facilities Manager
City of Baytown
2101 Market Street
Baytown, Texas 77520

Subject: Proposal and Scope of Work
Project Location:2615 Virginia St, Baytown, Texas
Project #: J677-4065
Project Title: Old San Jacinto Elementary School Temporary Library Renovations
BuyBoard Contract Number - 728-24 Job Order Contracting (R.S. Means)

Dear Mr. Murphy

Enclosed is our firm fixed Pre-Priced proposal for the above subject RFP.

Work to be performed under the terms and conditions of the BuyBoard Contract. Pricing is based on 2026 RS Means Line-item values with CCI and contract Coefficient multipliers per the contract. Any additional items of work requested by the City of Baytown, not included in this scope, will be handled as a change order.

The proposed amount for this job order is **$ 140,675.00**

The work will take 8 weeks to complete from NTP.
The proposal is valid for 30 days.

Please direct any questions to Craig Broz at (713) 980-3250.

Sincerely,

Craig S. Broz
Project General Manager

Attachments: Scope and Estimate

Brown & Root – Buy Board JOC
Contract No. 728-24 Job Order Contracting
Omnia J677-4065
City of Baytown
Old San Jacinto Elementary School
Temporary Library Renovations

Old San Jacinto Elementary School
2615 Virginia St.
Baytown, Texas

Outline
The intent of this project is to make repairs to existing Old San Jacinto Elementary School as per site visit and request from City of Baytown. All work will be in accordance with all OSHA standards, applicable federal, state, and local codes, regulations and good construction practice

Brown & Root Scope of Work

- **Suite 100:** Paint all office walls ins suite 100.
- Remove Suite 100 front hollow metal window framing and glass. Close in bottom section of window opening with new sheetrock and metal studs. Provide and install new plywood blocking inside of half wall for new countertop. Provide and install new plastic laminate countertop on top of new sheetrock half wall. Inner wall, remove plexiglass with wood frame. Remove painted plastic laminate countertop. Patch opening where plexiglass was removed and provide and install new plastic laminate countertop. Room 104; remove and replace carpet with new carpet tiles and new cove base. .Women's restroom; remove wall covering and skim walls for new paint finish.
- Room 111C; remove millwork island. Cap electrical in floor. Remove LVT and install new carpet tiles with new cove base. .Room 111A; Remove and replace carpet with new carpet tiles and new cove base. Remove and replace ceiling tiles. .Suite 100; replace damaged ceiling tiles., approximately 500 SF of new ceiling tiles.
- **Corridor by Room 106:** Install new metal stud framing with sheetrock wall to close off the end corridor. Provide and install new 4'x7' hollow metal doorframe with hollow metal door with panic device and lever handle. Paint new sheetrock wall.
- **Corridor by Room 108:** Install new metal stud framing with sheetrock wall to close off the end corridor. Provide and install new 4'x7' hollow metal doorframe with hollow metal door with panic device and lever handle. Paint new sheetrock wall.
- **Library:** Remove wall covering and skim walls. Paint walls to include 10 3'x7' HM doorframes and 8 HM window frames. Exclude ceiling paint in main library. Room 141A paint all walls. Room 139/139A: remove and replace carpet and cove base. Paint all wall covering walls.
- **Room 123:** Paint room.
- **Room 125:** Remove carpet and install new carpet tile with new cove base. Remove 16 LF of casework along sidewall. Paint room.
- **Room 126:** Remove carpet and install new carpet tiles with cove base. Paint room. Provide and install new 5'x5' two-way mirror above casework. New two-way mirror will have to be not centered in wall due to plumbing in existing wall.
- **Room 114**: Remove sink and cap plumbing in wall. Patch countertop opening where sink was removed.
- **Stairwell A and B:** Install new metal stud framing with sheetrock wall to close off access to second floor. Provide and install new 4'x7' HM doorframe with new panic and lever hardware. Paint new sheetrock wall.
- **Room 129**: Remove sink and cap plumbing in wall. Patch countertop opening where sink was removed. Remove 16 LF of casework. Remove carpet and install new carpet tiles with new cove base.
- **Room 131**: Remove carpet and install new carpet tiles with new cove base.
- **Stage:** Wall off the front of the stage with new 14' tall metal stud frame sheetrock wall, one sided

by 45 LF. Paint new wall.

- **Dining Room**: Cut into divider wall from dining room to gym and make a 6'x7' case opening. Paint wall as needed for new case opening. Provide and install new carpet tiles and cove base in Dining room.
- **Restroom 210 and 208**: Remove glaze block toilet partition walls as needed to make ADA compliant toilet stall. Provide and install new metal powder coated toilet partitions, ADA complaint. Remove sink as needed to make one sink ADA complaint. Patch glaze block wall and ceramic floor tile as best as possible. Paint ceilings in both restrooms.
- **Security Vestibule outside Suite 100:** Remove aluminum storefront framing and glass with doors. Patch ceiling tiles and grid as needed.

Note: At this time, we have excluded any HVAC repairs and or replacement until a time for HVAC tech can be on site and go through the building HVAC system to determine what needs to be repaired or replaced.

Coordinate all work with the City of Baytown.

Brown and Root General Notes

- Proposal is based on **normal hours** with unobstructed access to work area. Owner directed after hour, weekend or Holiday work will be eligible for compensation
- All work in accordance with OSHA Standards, applicable federal, state and local codes, regulations and good construction practices
- BR to include all materials, equipment, and labor to complete the scope of work, except as noted otherwise
- BR shall remove from site all spoils, equipment, and materials from site after completion of this project
- BR is responsible for all measurements and quantities
- BR is responsible for property damage caused by the construction of this project
- Approval of this proposal designates acceptance of the scope of work statement and line-item estimate which has been used only to develop a mutually agreed price. The price is accepted as a lump sum fixed firm price, and the incorporated scope of work becomes the controlling document taking precedence over line-item estimate detail

Brown and Root Exclusions:

- Sales and/or use tax.
- Federal Davis Bacon Wage Rates.
- Hidden or unforeseen conditions
- Any items of work or repairs beyond this scope of work
- Underground existing obstructions.
- Warranty of or replacement of Owner supplied materials and equipment.
- Owner and/or 3rd party testing.
- **HVAC Repairs and or Replacement**

Labor Rate Table	2026 RS Means Facilities Construction with O&P
Equipment Rate Table	2026 RS Means Equipment with O&P

Client	City of Baytown
Project	Old San Jacinto ES Temp Library Interior Renovations
JO No.	J677-4065
Duration	60 Days
District Technical Contact	
Phone No.	
Estimator	Richard P. McGriff
Unit Price Book	2026 RS Means
City Cost Index	Houston
Area	BuyBoard Contract 728-24

Hier4Level 4 Code	Item Code	Item Description	Takeoff Qty	Unit	Labor Total	Mat Total	Equip Total	Subs Total	Other Total	Grand Total
		Site Construction								
02411316	0110	New item, mobilization or Demobilization	2	EA	271		253			523
02411316	0160	New item, minimum labor/equipment charge	2	EA	544		503			1,047
02411919	0840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dui	2	week		1,023				1,023
02411919	2045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be adde	20	CY	608					608
		Site Construction Total			1,422	1,023	756			3,201
		Masonry								
04012052	9000	Cleaning masonry, minimum labor/equipment charge	2	Job	1,113		105			1,218
04221026	9000	Concrete block, foundation wall, minimum labor/equipment charge	2	Job	554					554
		Line item for CMU wall removal at 6 locations in D-pod								
04221026	9000	Concrete block, foundation wall, minimum labor/equipment charge	2	Job	554					554
		Labor to patch 6 locations in restroom at D-pod								
04221028	0600	Concrete block, high strength, hollow, 5000 psi, 8" x 8" x 16", includes mortar and horizontal joint reinforcii	60	SF		262				262
		Masonry Total			2,220	262	105			2,587
		Metals								
05051920	8150	Wedge anchor, carbon steel, 3/8" dia x 2-1/4" L, in concrete, brick or stone, excl layout & drilling	56	EA	120	13				133
		Metals Total			120	13				133
		Doors & Windows								
08121325	0100	Door frames, steel channels with anchors and bar stops, 6" channel@ 8.2 lb/LF, 3' x 7' door, weighs 150 lI	4	EA	658	679	36			1,372
08131313	1570	Doors, hollow metal, commercial, steel, flush, full panel, hollow core, 1-3/4" thick, 16 ga., 3'-0" x 7'-0"	2	EA	108	1,029				1,137
08131313	1590	Doors, hollow metal, commercial, steel, flush, full panel, hollow core, 1-3/4" thick, 16 ga., 4'-0" x 7'-0"	2	EA	120	1,294				1,414
08431310	0500	Aluminum, door, entrance, clear finish, storefront, 6' x 7' opening	1	Opng	196					196
08431320	0600	Storefront systems, aluminum frame, institutional grade, clear 3/8" plate glass, 3' x 7' door with hardware,	270	SF	1,950					1,950
		Labor to remvoe the alum sotrefront framing system at entracne								
08712015	2250	Door hardware, school, single, exterior, incl. lever, panic device	4	Door	662	7,220				7,882
08712030	0020	Door hardware, door closer, rack and pinion, adjustable backcheck, 3 way mount, all sizes, regular arm	4	EA	327	720				1,047
08712050	1600	Door hardware, doorstops, holder and bumper, for floor, aluminum	4	EA	61	19				79
08712090	1440	Door hardware, hinges, full mortise, high frequency, brass base, US26D, 4-1/2" x 4-1/2"	6	pair		321				321
		Doors & Windows Total			4,081	11,282	36			15,398
		Finishes								
09019092	0520	Paint preparation, surface protection, placement & removal, masking w/paper	1,000	SF	325	602				927
09019094	0680	Surface preparation, interior, walls, sand, gypsum board and plaster, heavy	1,600	SF	452					452
09221613	2300	Metal stud partition, non-load bearing, galvanized, 10' high, 3-5/8" wide,25 gauge, 16" OC, includes top &	1,100	SF	715	3,230				3,945
09291030	2050	Gypsum wallboard, on walls, standard, taped & finished (level 4 finish), 5/8" thick	1,600	SF	1,030	5,459				6,489
09291030	5350	Gypsum wallboard, for finishing corners, inside, add	200	LF	131	120				252
09291030	5500	Gypsum wallboard, for acoustical sealant, add per bead	120	LF	74	4				78
09291030	5550	Gypsum wallboard, sealant, 1 quart tube	12	EA		61				61
09291510	0400	Accessories, gypsum board, corner bead, galvanized steel, 1-1/4" x 1-1/4"	4	Clf	356	120				477
09291510	1170	Accessories, gypsum board, screws, #6 x 1-5/8" A	2	M		24				24
09291510	9000	Accessories, gypsum board, minimum labor/equipment charge	3	Job	310					310
09311310	3310	Ceramic tile, floors, glazed, porcelain type, thin set, 1 color, color group 2, 2" x 2" or 2" x 1"	100	SF	279					279
09311310	3310	Ceramic tile, floors, glazed, porcelain type, thin set, 1 color, color group 2, 2" x 2" or 2" x 1"	100	SF	279	981				1,260
09311310	6100	Ceramic tile, walls, interior, thin set, decorated tile, color group 4, 4-1/4" x 4-1/4"	200	SF	588					588
		Labor to remove 3'x3' wall tile section to access wall carriers for plumbing fixtures								
09311310	6100	Ceramic tile, walls, interior, thin set, decorated tile, color group 4, 4-1/4" x 4-1/4"	200	SF	588	3,357				3,946
09512330	9000	Complete suspended ceilings, minimum labor/equipment charge	6	Job	931					931
		Labor to cut back ceiling for new wall to go to deck and labor to patch back.								
09651010	3600	Latex underlayment, cementitious for resilient flooring, 1/8" thick	500	SF	1,384	256				1,640
09651313	1100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	1,416	LF	1,985	1,968				3,953
09651313	1100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	1,416	LF	1,985					1,985
		Labor to remove old base								
09681310	5060	Carpet tile, tufted nylon, 42 oz., 18" x 18" or 24" x 24"	1,197	SY	6,842	25,568				32,411
09681610	3000	Carpet, commercial grades, direct cement, nylon, plush, 36 oz., medium traffic	1,197	SY	7,202					7,202
		labor to remove old carpet								
09912335	0120	Paints & coatings, interior latex, doors, flush, both sides, roll & brush, finish coat, incl. frame & trim	4	EA	103	134				237

Hier4Level 4 Code	Item Code	Item Description	Takeoff Qty	Unit	Labor Total	Mat Total	Equip Total	Subs Total	Other Total	Grand Total
09912335	0130	Paints & coatings, interior latex, doors, flush, both sides, roll & brush, primer + 1 coat, incl. frame & trim	4	EA	148	73				221
09912372	0200	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, primer or sealer coat, s	660	SF	147	1,191				1,338
	Cut in primer									
09912372	0240	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, primer or sealer coat, s	1,600	SF	308	2,888				3,196
09912372	0800	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish,	4,104	SF	1,556	5,803				7,359
	Cut in paint									
09912372	0840	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish,	11,722	SF	3,809	16,575				20,384
		Finishes Total			31,531	68,415				99,946
		Specialties								
10211313	1000	Partitions, toilet, cubicles, floor & ceiling anchored, powder coated steel	2	EA	391	1,414				1,805
10211313	1400	Partitions, toilet, cubicles, floor & ceiling anchored, for handicap units, add	2	EA		181				181
		Specialties Total			391	1,595				1,986
		Furnishings								
12322310	9600	Custom cabinets, rule of thumb: kitchen cabinets, excl. counters & appliances, maximum	10	LF	421	3,670				4,092
12362330	2540	Countertops, plastic laminate, 24" wide, 1-1/2" thick edging, hardwood edging, maximum	12	LF	365	271				635
		Furnishings Total			786	3,941				4,727
		Plumbing								
22050510	9000	Plumbing, selective demolition, minimum labor/equipment charge	4	Job	758					758
	Lien item sued for disconencting and removing flush valves to fixtures that need to be raised									
22071910	0245	Insulation, insulated protectors (ADA), for exposed piping under sinks or lavatories, vinyl coated foam, vel	4	EA	72	53				125
22071910	0265	Insulation, insulated protectors (ADA), for exposed piping under sinks or lavatories, vinyl coated foam, vel	4	EA	72	53				125
22111329	0242	Pipe, type L, copper, tubing, 1-1/4" diameter, press-joint, includes coupling & clevis hanger assembly 10' (	20	LF	131	170				301
22111329	1830	Elbow, 90 Deg., copper, wrought, copper x copper, 1-1/4", press-joint	6	EA	108	67				175
22111329	2030	Elbow, 45 Deg., copper, wrought, copper x copper, 1-1/4", press-joint	6	EA	108	65				173
22111329	2830	Coupling, copper, wrought, copper x copper, 1-1/4", press-joint	6	EA	108	35				143
22111329	3240	Adapter, tube to MPT, copper, wrought, copper x MPT, 1-1/4", press-joint	6	EA	231	83				314
22111374	1940	Pipe, plastic, PVC, 4" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	20	LF	283	157				440
22111376	2840	Elbow, 90 Deg., plastic, PVC, white, socket joint, 4", schedule 40	6	EA	226	53				279
22111376	3060	Elbow, 45 Deg., plastic, PVC, white, socket joint, 4", schedule 40	6	EA	226	69				295
22111376	3460	Coupling, plastic, PVC, white, socket joint, 4", schedule 40	6	EA	226	25				251
22111376	5335	Wye, plastic, PVC, socket joint, 4", type DWV, schedule 40	6	EA	372	105				477
22111934	5150	Escutcheon, pipe, split ring, chrome plated, 1-1/2"	6	EA	20	6				26
22131660	6930	Traps, PVC, P trap, 3" pipe size, type DWV, schedule 40	6	EA	152	69				221
22421313	3100	Water Closet, bowl only, wall hung	2	EA	236					236
	Labor to remove									
22421313	3100	Water closet, bowl only, wall hung, includes flush valve and seat	2	EA	236					236
	labor to reset									
22421313	3100	Water closet, bowl only, wall hung, includes flush valve and seat	2	EA	391	1,444				1,835
22421313	3200	Water closet, bowl only, wall hung, rough-in, supply, waste and vent	2	EA	818	776				1,595
22423910	0860	Faucets/fittings, flush valves, with vacuum breaker, water closet, exposed rear spud	2	EA	95					95
	Labor to remove flush valves from 23 plumbing fixtures									
22423910	0860	Faucets/fittings, flush valves, with vacuum breaker, water closet, exposed rear spud	2	EA	147	238				385
22423930	6300	Carriers/supports, urinal, wall mounted, plate type system	2	EA	126					126
	Labor to remove old carrier for urinals									
22423930	6300	Carriers/supports, urinal, wall mounted, plate type system	2	EA	181	1,414				1,595
22423930	7620	Carriers/supports, water closet, siphon jet, vertical, adjustable, extended, caulk, single, 4" pipe size	2	EA	142					142
	Labor to remove carrier for 20 wall mounted toilets									
22423930	7620	Carriers/supports, water closet, siphon jet, vertical, adjustable, extended, caulk, single, 4" pipe size	2	EA	217	806				1,023
		Plumbing Total			5,681	5,689				11,370
		Heating, Ventilating, and Air Conditioning (HVAC)								
23059350	0140	Pipe testing, nondestructive hydraulic pressure test, isolate, 1 hour hold, 1" to 4" pipe, 0-250 LF	3	EA	1,327					1,327
		Heating, Ventilating, and Air Conditioning (HVAC) Total			1,327					1,327
		Grand Total			47,559	92,219	897			140,675

Percent	Amount	Category
33.81 %	79,042	Labor
65.55 %	153,264	Material
		Subcontractor
0.64 %	1,490	Equipment
		Other
		User
	233,796	Net Costs
-13.30 %	-31,095	City Cost Index (Houston)
	202,701	Subtotal
-31.00 %	-62,837	Normal Hour Coefficient
	139,864	Subtotal
	811	Performance & Payment Bond
	140,675	Total Estimate

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

February 16, 2026

Sent via email to: craig.broz@brownandroot.com

Craig Broz
Brown & Root Industrial Services, LLC
8121 Broadway, Suite 200
Houston TX 77081

Re: Job Order Contracting (RSMeans)
BuyBoard Contract 728-24

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Job Order Contracting (RSMeans), Contract 728-24 effective 4/1/2024 through March 31, 2026, with three possible one-year renewals. At this time the BuyBoard is renewing your contract through March 31, 2027.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

Endorsed by:

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

January 24, 2024

Sent Via Email: craig.cook@brownandroot.com

Craig Cook
Brown & Root (Brown & Root Industrial Services LLC)
8121 Broadway, Suite 200
Houston, TX 77061

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 728-24, Job Order Contracting (RSMeans)

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2024, through March 31, 2026, and may be subject to three possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 728-24 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at bids@buyboard.com.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

Endorsed by:

January 24, 2024

Sent Via Email: craig.cook@brownandroot.com

Craig Cook
Brown & Root (Brown & Root Industrial Services LLC)
8121 Broadway, Suite 200
Houston, TX 77061

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 728-24, Job Order Contracting (RSMeans)

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2024, through March 31, 2026, and may be subject to three possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 728-24 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

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800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Job Order Contracting (RSMeans)	**Proposal Due Date/Opening Date and Time** October 26, 2023, at 4:00 PM
Proposal Invitation Number 728-24	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term April 1, 2024, through March 31, 2026, with three possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** February 2024

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Brown & Root Industrial Services, LLC
Name of Proposing Company

10/26/2023
Date

8121 Broadway St. Suite 200
Street Address


Signature of Authorized Company Official

Houston, TX 77061
City, State, Zip

Rick Farrag
Printed Name of Authorized Company Official

703.628.5491
Telephone Number of Authorized Company Official

Vice President
Position or Title of Authorized Company Official

703.842.8188
Fax Number of Authorized Company Official

47-3996049
Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: RF

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: RA

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

- ☒ I certify that my company is a **Resident Proposer.**
- ☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☒ Yes ☐ No

Initial: RA

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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: RF

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

Initial: RF

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: RF

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

Initial: RF

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the following formats:

- PNG with transparent background; minimum size: 250 x 250 pixels
- JPG (JPEG); minimum size: 250 x 250 pixels

Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: RE

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO,** I certify that none of the information included with this Proposal is considered confidential or proprietary.

☒ **YES,** I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

All responses to Proposal Invitation Questionnaire questions 1 - 13.

(Attach additional sheets if needed.)

Initial: RF

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☒ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: All responses to Proposal Invitation Questionnaire questions 1 - 13.

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: RE

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EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** RV

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: RA

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: RA

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: RF

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Brown & Root Industrial Services, LLC

Company Name



Signature of Authorized Company Official

Rick Farrag, Vice President

Printed Name and Title

10/26/2023

Date

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 728-24
Job Order Contracting (RSMeans)

The following addendum is issued to Proposal Invitation No. 728-24, Job Order Contracting (RSMeans) and shall become a permanent part of the Proposal Invitation document.

The *Proposal Requirements for Job Order Contract – Unit Price Book and Proposer's Coefficient* section of the proposal invitation has been updated as referenced below.

PROGRAM REQUIREMENTS FOR JOB ORDER CONTRACT

UNIT PRICE BOOK AND PROPOSER'S COEFFICIENT

Contractual unit prices for a Job Order Contract will be established by requiring Proposers to propose one or more coefficients or multipliers to be applied to a unit price book. For this Proposal Invitation, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book").

The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation.

After a contract award, each Job Order under the Contract will be broken down into individual tasks of work, and a total price will be developed based upon the Unit Price Book rate and the Proposer's Coefficient. The price of the work in a Job Order will be determined by multiplying the Unit Price Book rates for individual tasks of work listed in the Job Order by the Proposer's Coefficient.

For this proposal invitation, Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P"** costs column in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

For example, if the labor unit price for electrical installation of one hundred square feet of electrical conduit is $25.00 (after city cost adjustment) and the Proposer's Coefficient is 0.85, the Job Order price would be $21.25 ($25.00 x 0.85 = $21.25). Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the "Total Incl. O&P" costs column in the Unit Price Book, and not the "Bare Total" column. The "Total Incl. O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

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Please sign and return one copy of this Addendum with your proposal as verification of your receipt and compliance with the information contained in this Addendum.

Company Name: Brown & Root Industrial Services, LLC

Address: 8121 Broadway Suite 200, Houston, TX 77061

Signature of Authorized Company Official: _____ Title: Vice President

Telephone Number: 703.628.5491 Date: 10/26/2023

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

Brown & Root Industrial Services, LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ■ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Delaware

Federal Employer Identification Number: 473996049

*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Brown & Root Industrial Services

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Brown & Root Industrial Services LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

8121 Broadway Street, Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code

Houston, TX 77061

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	7	–	3	9	9	6	0	4	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► Marvin Maple **Date** ► October 20, 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 10,118,622. (The period of the 12-month period is January 1, 2022 / December 31, 2022). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	Y		95826
4. Sourcewell (NJPA)	Y		95826
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N		
7. Choice Partners	Y		95826
8. The Interlocal Purchasing System (TIPS)	N		
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 31% **Proposed Discount (%):** 31%

Explanation: No difference

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Texas A&M University	Rachel Smith	979-220-2146	rachel.smith@sscservices.com	0	$2,2412,215
2.	Houston ISD	Daniel Bankhead	713-556-9304	dbankhea@houstonisd.org	0	$126,180
3.	Airlington VA County	Pete Connell	703-887-1790	pconnell@arlingtonva.us	0	$1,944,682
4.	State of Missouri	Dale Cassmeyer	573-751-8223	dale.cassmeyer@oa.mo.gov	0	$16,330,407
5.	State of Mississippi	Glenn Kornbrek	601-359-3031	glenn.kornbrek@dfa.ms.gov	0	$31,820,174

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Response Attachments Item 3 – Company Profile

The company currently known as Brown & Root started as a small road construction and earth-moving company founded by the Brown brothers in 1919. From these humble beginnings, we have evolved over our 104-year history to become one of the foremost design and construction resources in the United States. In 1987, Brown & Root was chosen to provide job order contracting (JOC) and on-call construction facility repairs for the US Army Corps of Engineers' first JOC in Alaska. Brown and Root is now a leading innovator, designer, and construction manager of schools, research facilities, municipal facilities, office buildings, stadiums, hospitals, water facilities, roads, railways, tunnels, bridges, and pipelines. We have provided engineering design, construction management, operations and maintenance, logistics support, and renovation and repair support to an array of K-12, municipal, state, federal, civilian, and commercial customers, including BuyBoard members. In short, we provide a full range of consulting and performance capabilities to meet all your requirements.

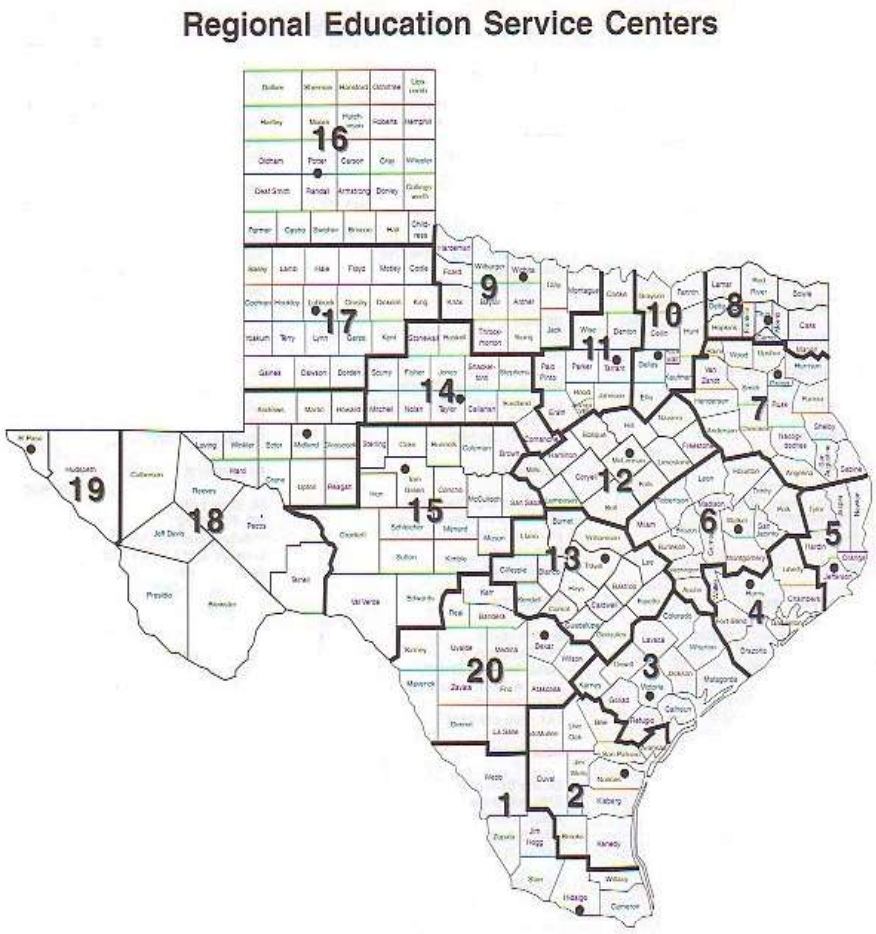
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TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date.)* ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** *at least five (5) business days prior to the Proposal Due Date.)* ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- ~~I will service all states in the United States.~~
- I will not service all states in the United States.

~~Alabama~~
~~Alaska~~
~~Arizona~~
~~Arkansas~~
~~California (Public Contract Code 20118 & 20652)~~
~~Colorado~~
~~Connecticut~~
~~Delaware~~
District of Columbia
~~Florida~~
Georgia
~~Hawaii~~
~~Idaho~~
~~Illinois~~
~~Indiana~~
~~Iowa~~
Kansas
~~Kentucky~~
Louisiana
~~Maine~~
Maryland
~~Massachusetts~~
~~Michigan~~
~~Minnesota~~
Mississippi
Missouri
~~Montana~~
~~Nebraska~~
~~Nevada~~
~~New Hampshire~~
~~New Jersey~~
~~New Mexico~~
~~New York~~
~~North Carolina~~
~~North Dakota~~
~~Ohio~~
~~Oklahoma~~
~~Oregon~~
Pennsylvania
~~Rhode Island~~
South Carolina
~~South Dakota~~
~~Tennessee~~
Texas
~~Utah~~
~~Vermont~~
Virginia
Washington
West Virginia
~~Wisconsin~~
~~Wyoming~~

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Brown & Root Industrial Services, LLC
Name of Vendor

728-24
Proposal Invitation Number

Signature of Authorized Company Official

Rick Farrag
Printed Name of Authorized Company Official

10/26/2023
Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
Houston Brown & Root Industrial Services, LLC	Dan Croasmun	8121 Broadway St. Suite 200 Houston, TX 77061 713.980.3250 dan.croasmun@brownandroot.com
Austin Brown & Root Industrial Services, LLC	Thomas Baumgartner	6448 US 290, Suite D111 Austin, TX 78732 512.992.8551 thomas.baumgartner@brownandroot.com
Dallas Brown & Root Industrial Services, LLC	Doug Mattingly	415 E. Airport Freeway, Suite 280 Irving, TX 75062 317.698.1951 doug.mattingly@brownandroot.com
Mississippi Brown & Root Industrial Services, LLC	William (Bill) Fulton	629 Lakeland East Drive Flowood, MS 39232 bill.fulton@brownandroot.com
Virginia, Pennsylvania, South Carolina, and Maryland Brown & Root Industrial Services, LLC	James Lattner	2451 Crystal Drive, Suite 425 Arlington, VA 22202 571.480.0398 james.lattner@brownandroot.com
Missouri Brown & Root Industrial Services, LLC	Brad Roane	2400 Bluff Creek Drive Columbia, MO 65201 573.353.0454 brad.roane@brownandroot.com

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

See attached Responses to Proposal Invitation Questionnaire.

2. Describe Proposer's direct experience (not as a subcontractor) performing the Job Order Contracting (JOC) work proposed under this Contract. Include a brief description of the JOC projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract. If referring to projects of key employees to demonstrate experience, identify the employee, the employee's role in the project, and the employee's current position with your company.

See attached Responses to Proposal Invitation Questionnaire.

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

See attached Responses to Proposal Invitation Questionnaire.

4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

See attached Responses to Proposal Invitation Questionnaire.

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

See attached Responses to Proposal Invitation Questionnaire.

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

See attached Responses to Proposal Invitation Questionnaire.

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

See attached Responses to Proposal Invitation Questionnaire.

8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

See attached Responses to Proposal Invitation Questionnaire.

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

See attached Responses to Proposal Invitation Questionnaire.

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

See attached Responses to Proposal Invitation Questionnaire.

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

See attached Responses to Proposal Invitation Questionnaire.

12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

See attached Responses to Proposal Invitation Questionnaire.

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.

See attached Responses to Proposal Invitation Questionnaire.

RESPONSES TO PROPOSAL INVITATION QUESTIONNAIRE

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.
Brown & Root was founded in 1919 and Brown & Root Industrial Services, LLC, (BRIS) was formed in 2015. Formerly known as Brown & Root Services Corporation and later known as KBR, BRIS began Job Order Contracting work in 1987 for the Federal Government and for school districts in 1993.

Brown & Root Industrial Services, LLC, is not for sale nor involved in any transaction that would significantly alter its business.

2. Describe Proposer's direct experience (not as a subcontractor) performing the Job Order Contracting (JOC) work proposed under this Contract. Include a brief description of the JOC projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract. If referring to projects of key employees to demonstrate experience, identify the employee, the employee's role in the project, and the employee's current position with your company.
Brown & Root has served BuyBoard in Texas under three JOC contracts, beginning in 2016, with two of those contracts still current. Combining our BuyBoard work with our 13 years of experience in supporting other cooperative members, including **Houston ISD, City of Houston Drinking Water, University of Houston and Clayton County, Georgia,** demonstrates our ability to provide customer satisfaction. Because we are executing job order contracting services on the current BuyBoard JOCs, we have proven local resources already available to continue into the new contract seamlessly. Brown & Root has existing operational offices across the state of Texas and the country with current customer bases. Our long-time experience with job order contracts and current experience with the BuyBoard contracts means we will have zero learning curve and ensures a smooth transition. Our clear understanding of your expectations and requirements means there will be no disruption to BuyBoard Members' facilities. Finally, our strong experience with local subcontractors means that BuyBoard Members will have a carefully selected, highly skilled workforce for every project, yielding high-quality results.

Our corporate history includes a full breadth of repair, remediation and recovery projects at municipal, academic and research campuses, and higher learning institutions, including repair, renovation, alteration, and construction of classroom buildings, administrative offices, sports facilities, libraries, cafeterias, kitchen facilities, dormitories, critical research laboratories, and computer laboratories.

B&R State and Federal regulatory expertise.
Brown & Root's On-Call Construction business line was initially created in 1987 to provide Job Order Contract services to the Federal government and we've been supporting state and federal agencies consistently since those beginnings. In addition to the Corps of Engineers and all branches

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of the military, we have provided JOC services to the Smithsonian Institute, the National Institutes of Health, the US Postal Service, the State of Missouri, Pasadena ISD, and municipal governments from coast-to-coast. We bring over 36 years of working with federal, state, and local government regulatory agencies across several states. We have the experience and expertise to manage different agencies' requirements including local permitting agencies, FEMA, EPA, OSHA, Labor Department (Davis Bacon and prevailing wage), and complying with FAR (Federal Acquisition Regulations) and local small business goals.



This graphic illustrates representative sampling of B&R's JOC experience similar to that required by BuyBoard.

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Project management skills of key employees as well as overall organizational strategies as it relates to project management.

As a premier JOC firm with over 104 years of construction experience and 36 years JOC experience, we bring to BuyBoard our tried and successful processes with which many of your Cooperative Members are already familiar. The processes allow us to manage multiple projects with multiple subcontractors. On any given day, we manage over 170 small projects utilizing over 350 subcontractors. Over the years, we have developed specific Standard Operation Procedures (SOP) to facilitate the effective execution of JOC contracts/programs. Our proposed team collectively brings over 140 years of construction experience and 65 years of JOC-specific experience. This unmatched JOC experience ensures they bring the best practices they learned from providing project services to BuyBoard Cooperative Members. We bring the needed experience to ensure the BuyBoard JOC program is managed efficiently. Our team is supported by more than 8,500 Brown & Root employees covering a wide range of construction related skills including over 250 JOC-trained personnel. During workload surge, we deploy the needed number of trained personnel to provide our core team with the needed support. **Exhibit 15-1** illustrates our experience in managing multiple projects with multiple trade subcontractors.

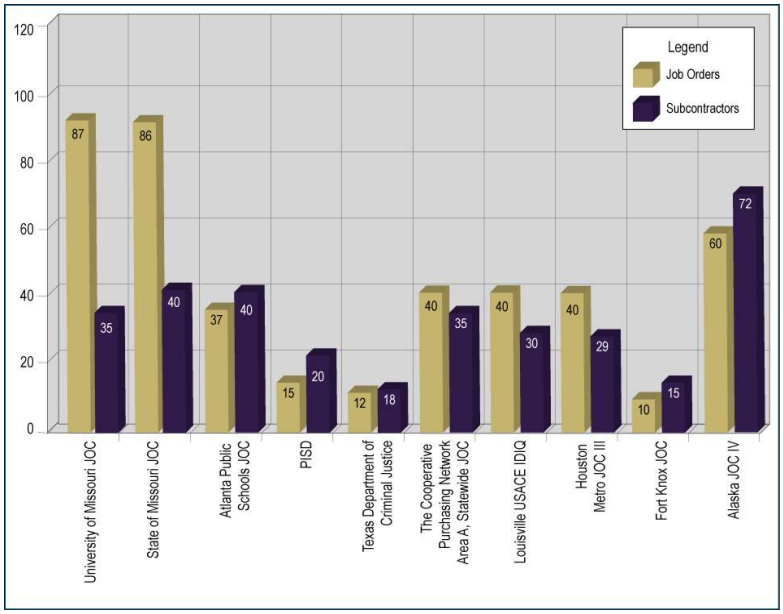


Exhibit 15-1. B&R's Proven Experience Managing Multiple Projects and Subcontractors Simultaneously. Our history of successfully coordinating and completing multiple concurrent Job Orders is the strongest predictor of similar success for the BuyBoard JOC program.

Below are five of our best practices we will employ for the BuyBoard JOC program:

- Promote open and continued communication with BuyBoard and your Cooperative Members to fully understand your future needs and potential workload. This allows us to manage our staffing needs to better match the anticipated workload.
- Monitor subcontractors' workload to ensure that our team of subcontractors has the resources to deliver on our collective promises to your Cooperative Members.
- Our team utilizes Brown & Root's proprietary Project Management Information System (PMIS), developed specifically for JOC-type, to manage all aspects for each project life cycle from receipt of request from the Member to end of the warranty period. This management system produces several project management reports including, pre-bid check list, pre-construction submittals, construction progress vs. baseline, subcontractors' activities, safety and quality issues.

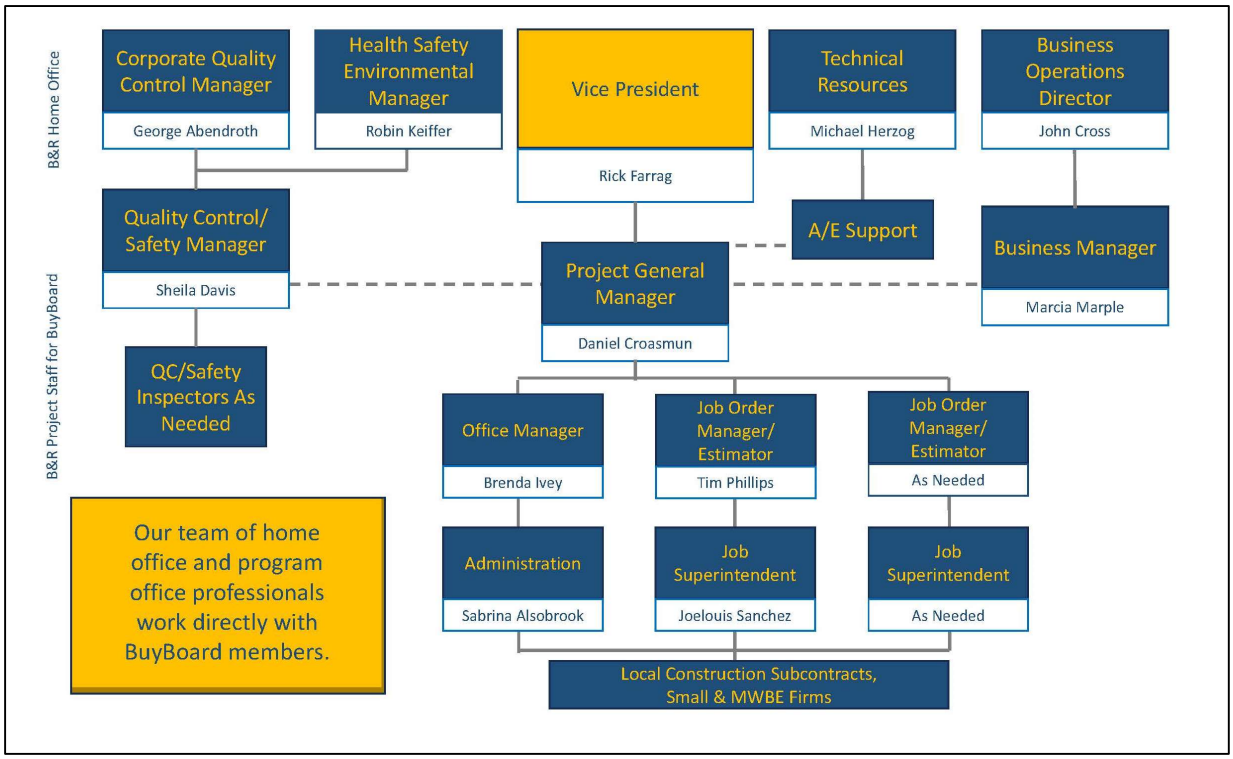
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- Our team utilizes PMIS reports daily to track the progress of each project. Our Program General Manager chairs a weekly staff meeting to discuss each project progress and evaluate staffing needs.
- Urgent and/or emergency conditions may mean project must be completed without a walk-through. We provide an emergency capability to respond to urgent RFPs and are prepared to commence work upon verbal authorization from BuyBoard or any Cooperative Member. Our personnel carry mobile phones and emergency call lists and can be called any time for an urgent/emergency request. We will have a team in place and working as soon as possible (typically within two to 48 hours, depending on the scope, complexity, location, and urgency). In emergency situations, we will reduce the schedule, select the most appropriate companies from a list of "emergency call out" subcontractors or sole-source the subcontract with appropriate customer approval, obtain justification and determination of a fair and reasonable price from the subcontractor(s), and respond immediately to our customer's needs. Through advanced preparations and coordination with our clients in the area, we develop emergency response plans and activate them on a moment's notice from our clients.
- Our unparalleled ability to respond to emergencies and natural disasters is greatly enhanced by our unmatched emergency response resource. Several of our clients, including the City of Houston, have taken advantage of B&R's emergency support services before and during hurricane season every year. During Hurricane Ike, we were able to respond immediately after the hurricane passed through Houston and brought their operations back on-line within a few days. We were able to identify and locate resources outside of the affected area and brought them to Houston. After Hurricane Harvey, several of our clients required assistance both in damage mitigation and recovery. And after the recent freeze situation in Houston that resulted in numerous frozen and broken pipes, our clients sought our assistance in repair and recovery. ***Should the need arise, we offer the same benefits to BuyBoard Cooperative Members.***

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Based on our understanding of BuyBoard and their Cooperative Members' requirements for this Job Order Contracting program, we are offering a proven team of experienced, highly motivated management professionals and endowed them with the tools, methodology, and authority they need to ensure customer satisfaction. **We place key managers on-site, dedicate them 100 percent to the contract**, empower them to autonomously perform all project management, quality control, safety, technical, and administrative tasks in the field, and support them from corporate headquarters. Our proposed Program General Manager (PGM), Dan Croasmun, has the authority – and the responsibility – to expand or contract staffing to maintain the flexible project structure necessary for workload ebb and flow.

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Corporate office location and the location(s) of sales and service offices in the state(s) relevant to this RFP.

OFFICE/ROLE	CONTACT	ADDRESS	PHONE	FAX	EMAIL
Houston, TX Support	Garrett Jurica Program General Manager	8799 North Loop East Suite 212 Houston, TX 77029	713.673.0291	713.673.8269	Garrett.jurica@brownandroot.com
Houston, TX **Primary**	**Dan Croasmun Program General Manager**	8121 Broadway, Suite 200 Houston, TX 77061	713.980.3250	713.980.3258	Dan.Croasmun@brownandroot.com
Dallas Support	Doug Mattingly Project Leader	415 E. Airport Frwy Suite 280 Irving, TX 75062	317.698.1951	713.980.3258	Doug.mattingly@brownandroot.com
Austin Support	Mary Salisbury Project Leader	6448 US 290 E. Suite D111 Austin, TX 78723-9998	512.848.9398	512.419.1432	Mary.salisbury@brownandroot.com
Houston, TX **Primary**	**Craig Cook Business Development Director**	8121 Broadway, Suite 200 Houston, TX 77061	713.980.3250	713.980.3258	Craig.Cook@brownandroot.com
Baton Rouge, LA Corporate	Rick Farrag Vice President	4171 Essen Lane, Suite 1100 Baton Rouge, LA 70808	703.628.5491	703.842.8188	Rick.Farrag@brownandroot.com

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4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

When incidental designs are required, we provide sketches to clarify scopes of work as needed. If full designs are required, we will provide 100% design drawings for BuyBoard Cooperative Members; coordinating with an outside Architect/Engineering firm, if and when necessary.

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

Brown & Root performs all construction management services, including onsite project management, subcontractor oversight and administration, quality, safety, and security.

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.) Attach additional pages if necessary.

Brown & Root has an experienced, in-place team to help continue to market the BuyBoard JOC Plan. Our proposed PGM, Mr. Dan Croasmun, and proposed Business Development Director, Mr. Craig Cook, are both JOC professionals and already have extensive, successful experience in meeting, communicating with and marketing to many current Cooperative Members and prospective Cooperative Members. They will operate out of our BuyBoard JOC office in Houston, Texas. In addition to their own efforts, this team will continue to partner with BuyBoard personnel, as available, to make joint "sales" calls to BuyBoard Cooperative Members or prospective Cooperative Members. B&R will keep the vision of BuyBoard to make these services available to all Cooperative Members, large or small alike. It is B&R's intention to add additional development staff as necessary.

Marketing Communications support (literature, tradeshows, research, etc.) is provided by our national corporate business development office with a budget capable of supporting whatever actions are required to make the program a success.

We are one of the premier on-call construction contractors in the nation and have truly developed a reputation as the "JOC Contractor of Choice" for many Texas entities which will serve B&R and BuyBoard well as we market these Job Order Contracting services.

PARTICIPATING IN LOCAL AND NATIONAL FORUMS AND POTENTIAL CUSTOMER EDUCATION

As part of our marketing initiative, we will take full advantage of available methods of communications to target potential new and existing Cooperative Members. Targeted activities include:

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- Participating as an exhibitor in conferences/exhibitions such as: the annual Texas School Board Association Conference, the National Association of Educational Procurement, Association of Physical Plant Administrators (APPA) national and regional conferences, National Association of State Facilities Administrators, Texas Association of School Business Officials, IFMA World Workplace, National Institute of Government Procurement (NIGP) and others.
- Advertising in relevant publications such as "School Construction News," "Texas Lonestar Magazine," and "School Planning and Management."
- Participating as speakers in various procurement forums and webinars at selected tradeshows/conferences.

Our best marketing tool remains our reputation and success in executing projects. Texas Independent School Districts are particularly active in sharing what works in meeting the challenges of providing the best possible education for our children. Texas counties and municipalities are equally concerned about the safety, security, and quality of life of their citizens. By focusing on customer satisfaction and innovation, we know BuyBoard Cooperative Members will become excellent resources for spreading the word on the value of contracting through this JOC program. By taking advantage of our extensive experience and established relationships, BuyBoard can obtain the necessary leverage to successfully reach out to potential customers.

IDENTIFYING POTENTIAL CUSTOMERS

As indicated earlier, our marketing efforts will be spearheaded from our office located in the Houston area managed by Mr. Dan Croasmun, our proposed BuyBoard JOC Project General Manager. Mr. Croasmun has been with B&R for over 19 years and has operated in the Texas area market for the last 39 years. B&R has successfully expanded our portfolio with emerging clients within municipalities and other infrastructure entities. Mr. Croasmun, will work closely with our Business Development Director, Mr. Craig Cook. Mr. Cook is a 29-year B&R professional with in-depth experience in JOC operations and marketing to Cooperative Members and is a former Public Works Director and Assistant City Manager in the Rio Grande Valley. He brings a great deal of success in identifying prospects, helping them understand Job Order Contracting and leading them to successfully initiating cooperative contracts for projects. Mr. Croasmun and Mr. Cook will be supported daily by three area managers and Houston managerial staff, both within Business Development and Operations Management. Our Arlington and Houston corporate staff provides the corporate commitment and additional resources to ensure maximum exposure to Cooperative Members and potential Cooperative Members. Additional Business Development Area Representatives will be added as needed.

B&R has been successfully marketing the JOC concept throughout Texas since we introduced the concept to the civilian market in 1993 with the Spring Branch ISD. Our diverse and growing client base is the direct result of dedicated marketing, client contact, and providing a quality product based on our experience and history of marketing JOCs. The new BuyBoard JOC program will receive the same targeted efforts.

We will market this contract, using the techniques honed over 36 years, as a vehicle to provide minor construction and engineering services as needed to educational institutions, and other potential customers. One of our first marketing methods will be to make presentations to school board members and facility management staff outlining the benefits of the JOC concept and the BuyBoard JOC contract. Presentations will be tailored to each customer audience and modified to include specifics on the BuyBoard Job Order Contracting program.

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Training Interested Customers on the "How" of Using the BuyBoard Job Order Contracting Program

Using methods that have proven successful on the existing programs, we will approach the training of interested customers from two directions. Working closely with BuyBoard, we will develop/refine a brief, concise guide to using this BuyBoard JOC program in the form of a marketing brochure that includes instructions for using the contract, as well as the advantages of this contracting vehicle. Another tool is to conduct a half-day training seminar, presented at least twice a year or as opportunities are developed, that will be offered to school districts and city and state agencies expressing an interest in using the BuyBoard JOC program. We will distribute the guide and a flyer describing the seminar at appropriate annual conferences and meetings. As we contact our targeted potential new customers, we will provide these marketing tools as part of our initial presentation.

The training seminar will be developed in coordination with BuyBoard. It will provide a brief history of the features and benefits of the program and JOC concept, the benefits to each potential customer of using this type of contracting vehicle, and specific instructions on how to use the BuyBoard JOC program. The seminar will be provided to interested parties at no cost to BuyBoard or Cooperative Members. B&R will absorb the actual costs of the instructor's time, facilities, and equipment.

Obtaining Feedback from Customers

Customer feedback is invaluable to us, not only to assess our performance, but also to identify areas needing improvement. Regardless of how stellar our Marketing Plan is, if we don't acknowledge and address any concerns of the Cooperative Member after a project, it will be to no avail. Recognizing that repeat business is vital to the success of the program, we have numerous management procedures in place to ensure that we maintain outstanding customer service and consistently deliver the first-class service our customers have come to expect. These procedures include selecting only client-focused managers and offering incentives to them based on customer feedback of their performance. On the BuyBoard JOC program, we will put into practice our structured customer feedback program, involving:

- Regularly scheduled senior management visits to BuyBoard and a sampling of customers
- Solicitation of customer feedback at project milestones
- Distribution, collection, tabulation, and reporting on the results of customer survey forms following the completion of every delivery order
- On large projects with lengthy execution schedules, conducting regular face-to-face meetings with all parties involved

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

See Brown & Root Industrial Services, LLC, financial reports for the last three years, a bonding capacity letter, and typical Certificate of Insurance documents at the end of this section. BRIS has not nor has any past or present owner been a debtor party in any capacity in the last seven years.

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8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.
None

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.
None

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.
None

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

QUALITY ASSURANCE/QUALITY CONTROL

B&R provides daily on-site inspections of on-going work. Upon receipt of an RFP for a work order, the PGM assigns a Project Manager (PM) that oversees the work order from cradle to grave including on-site activities. Upon receipt of NTP, a superintendent is assigned to the work order. Each job site is visited daily by the assigned (PM) and the superintendent. Our communication with subcontractors and Cooperative Members starts before commencing on site work by conducting preconstruction meetings. Preconstruction meetings are held prior to the start of on-site work to review the safety, QC, and schedule requirements. Inspection of the work to ensure compliance with the scope of work and industry standards and regulations is accomplished via a six-step inspection process:

- Defining requirements completely before beginning work
- Planning work effectively so that it can be done right the first time
- Identifying and correcting potential obstacles to prevent nonconformance
- Eliminating the root causes of any problems we encounter
- Measuring our ability to do quality work right the first time
- Constantly improving our quality processes.

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During the construction phase, B&R maintains close communications with subcontractors on a daily basis. We discuss the status of the ongoing work with our subcontractor at the beginning of each workday. On more complex projects, we conduct weekly meetings to address in detail the ongoing work, upcoming milestones, schedule and address any issues that potentially might impact the timely completion of the project. B&R utilizes several forms to document ongoing work and communicate the project progress to BuyBoard Member's staff. These forms include:

- **Daily production report**. This report documents site conditions, safety conditions, work performed, progress status, names of subcontractors performing the work and address any issues that might arise.
- **Discrepancy report**. This report documents any found discrepancy and outlines corrective actions taken, or to be taken.
- **QC milestone report**. This report documents QC test results showing compliance with requirements.
- **Pre-final inspection report**. This report documents our findings prior to requesting a final inspection
- **Final inspection report**. This report documents findings at the completion of the project and corrective actions, if necessary, to achieve substantial completion.

In addition to the above documentations that relay the status of each project to the end users, we conduct weekly status meetings during which we provide written status reports on each project and discuss the overall progress.

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Examples of QC forms are in **Exhibit – 1** are below.

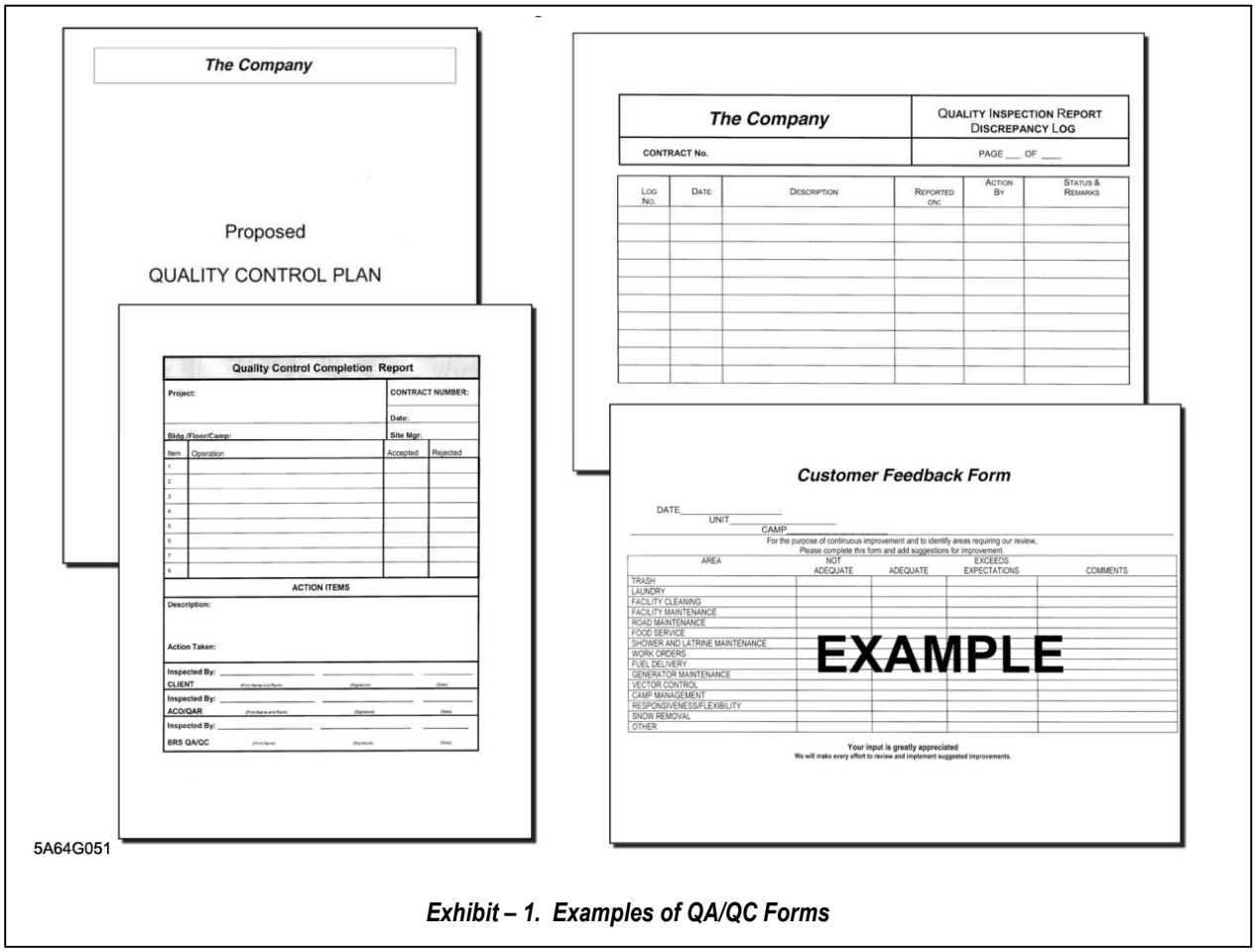


Exhibit – 1. Examples of QA/QC Forms

QUALITY OF MATERIALS

To ensure the quality of material installed on each project, our team clearly explains the specifications to our subcontractors and suppliers in the scope of work, they collect material submittals prior to start of work, and review material submittals to ensure compliance with specifications and industry standards. Only after we review, submit and receive the Cooperative Member's approval on the material submittals, do we order the material. We conduct a compliance review on all materials delivered to the site prior to installations.

MINIMIZING SHIPPING DELAYS

We take a proactive approach to material delivery to minimize the risk of shipping delays. During the planning stage for each work order, we incorporate shipping time into the construction schedule. We track shipping as part of tracking progress schedule and treat it as a separate task on the schedule timeline. During our regular schedule review meetings, we address shipping times to ensure timely delivery of needed supplies and equipment. If timely shipping and delivery appears to be at risk and may impact the overall completion of the work order, B&R immediately communicates with the suppliers and subcontractors to resolve the issue. We may request expedited

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manufacturing, or other means of expedited shipping. We may change suppliers to one that is more likely to deliver on time. In some cases, we may take ownership of the delivery process. In any case, we keep Cooperative Members informed of the progress via specific communications, daily production reports, or regularly scheduled progress meetings.

Customer Service

The PGM has the ultimate responsibility to ensure BuyBoard and its Cooperative Members' expectations are met. However, customer service is every B&R employee's responsibility and we empower our employees to take necessary actions to ensure our clients and their end users are receiving the appropriate services. All our employees have cell phones and are accessible at any time. Accordingly, our customer service is open 24 hours / 7 days a week, including holidays.

Training

B&R values its employees and invests annually in training and enhancement of our staff skills. Our employees are part of developing and implementing both the quality control and safety program related to their work area. We provide our employees with the needed level of training and skills, and then empower them to take ownership of QC and safety programs. Our latest "Zero Harm" initiative is a prime example of involving our employees in not only developing safe work conditions, but also safe environments both at work and at home. We consistently recognize the achievement of our employees through safety and QC awards.

Customer Feedback

Part of our continuous improvement program is to seek feedback from end-users after the completion of each project. Customer survey forms are forwarded to corporate representatives to share results at the corporate level. Our Vice President coordinates face to face meetings with the end-user and client representatives to receive first-hand feedback on the satisfaction with our overall performance. The high level and repeat business by Cooperative Members is proof of our ability to monitor and respond to our clients.

Warranty Calls

For standard service needs, a B&R representative will respond to the BuyBoard Member's request within 24 hours to arrange for a site visit. Work schedules will be provided within five working days of the Cooperative Member agreeing with the scope of the warranty work.

For emergency situations, B&R will respond within 2 hours by initiating contact with the Cooperative Member to identify the needs and arrange for quick mobilization on site.

The timeframe for completing service requests varies and is dependent on the scope of work of each project and the agreed upon completion date. With 99% timely completion on all our JOC contracts and 100% timely completion on all our work under the current BuyBoard JOC contract provides the guarantee timely delivery of each task order.

Awards

Throughout our 36 years of on-call project experience, we have received several awards attesting to our ability to serve our clients and assure BuyBoard once again that B&R is the right contractor to serve BuyBoard Cooperative Members. These awards are too numerous to list. For example, the US Army Corps of Engineers has awarded B&R several "Contractor of the Year" and "DPW

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Contractor of the year" awards. Many public entities have acknowledged our commitment to small business participation goals. AGC has given us several awards for our outstanding work.

Sustainability and Green Initiatives

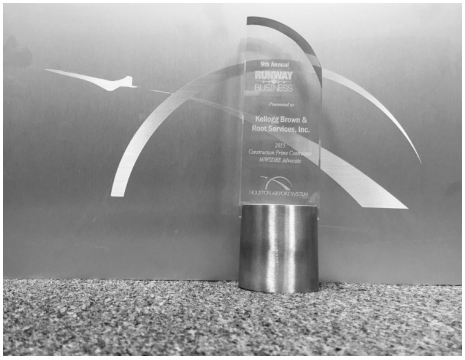
B&R is committed to sustainability and recognizes that our long-term competitive success depends on being trusted to meet society's expectations. Our goal is to become a better Company by looking at every facet of our business - from the services we offer clients to the communities in which we live and work - through the lens of our global impact.



B&R recently received four Mid-America Minority Business Development Council Awards

Sustainability demands an enduring, balanced approach to economic activity, environmental responsibility and social progress. Our environmental commitment is to reduce the impact of our services and operations, enabling us to operate more resourcefully through improved health, education and environment.

We are committed to being an industry leader in corporate citizenship by developing projects efficiently and responsibly, and reaching out to communities through initiatives that meet their needs and contribute to sustainability through jobs and training for local employees and subcontractors. Many of our personnel, including PGM Dan Croasmun, have Green Advantage and/or LEED AP certification.



Houston Airport System Construction Prime Contractor M/WSBE Advocate

We have a goal of continually evaluating the HSE aspects of our products and services to develop and provide products and services that have no undue environmental impact and are safe in their intended use, efficient in their consumption of energy and natural resources and can be recycled, reused or disposed of safely.

Internally, we have taken many steps in our own "Green Initiative." Among them:

- Installing motion detector light switches in offices and conference rooms
- Eliminating disposable coffee cups and encouraging the use of re-usable ones
- Instituting an Alternate Work Week policy whereby many employees work 9 days in a two-week period to help cut the commuting carbon footprint
- Encouraging employees to take public transportation, even subsidizing the cost in some instances

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B&R's environmental commitment is to:

- reduce the potential environmental impact of operations under our control,
- comply with applicable legislation and relevant industry standards and
- conserve natural resources and reduce waste and emissions.

Our Sustainable Development (SD) program is managed by our corporate Health, Safety and Environmental group. They are charged with:

- Developing and maintaining SD program
- Providing SD information for business development
- Compiling SD information for the Annual Report
- Maintaining SD project and corporate information
- Being a resource for operations and project personnel in SD planning

We appear to be doing it right. An article featured in *Civil Engineering* magazine highlighted our commitment to health, safety and the environment, as well as what the Company is doing to maintain its reputation among the 500 "greenest" large companies in the United States.

We also have Green Advantage and LEED certified professionals available to provide assistance to BuyBoard Members in achieving any of the four LEED certification levels (Certified, Silver, Gold, and Platinum) for its renovation projects, new construction, and interior projects.

12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

Fidelity and Deposit Company of Maryland / The Gray Casualty & Surety Company

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.

Brown & Root Industrial Services, LLC has not had any OSHA inspections in the last three years.

Year	EMR	OCC LTI	OCC Fatalities
2022	0.56	0	0
2021	0.46	0	0
2020	0.40	0	0
2019	0.39	0	0
2018	0.36	0	0

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KPMG

BROWN & ROOT INDUSTRIAL SERVICES HOLDINGS, LLC AND SUBSIDIARIES

Consolidated Financial Statements

December 31, 2020 and 2019

(With Independent Auditors' Report Thereon)

KPMG LLP
Suite 2850
909 Poydras Street
New Orleans, LA 70112

Independent Auditors' Report

The Board of Managers
Brown & Root Industrial Services Holdings, LLC:

We have audited the accompanying consolidated financial statements of Brown & Root Industrial Services Holdings, LLC and subsidiaries, which comprise the consolidated balance sheets as of December 31, 2020 and 2019, and the related consolidated statements of operations, comprehensive income, changes in members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Brown & Root Industrial Services Holdings, LLC and subsidiaries as of December 31, 2020 and 2019, and the results of their operations and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

KPMG LLP

New Orleans, Louisiana
February 26, 2021

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BROWN & ROOT INDUSTRIAL SERVICES HOLDINGS, LLC AND SUBSIDIARIES

Consolidated Balance Sheets

December 31, 2020 and 2019

(In thousands)

Assets		2020	2019
Current assets:			
Cash and cash equivalents	$	33,775	5,581
Receivables, net of allowance for doubtful accounts of $28 and $141 at December 31, 2020 and 2019, respectively		158,027	180,061
Contract assets		9,798	5,828
Prepaid expenses and other current assets		5,692	5,539
Inventory		2,203	2,889
Total current assets		209,495	199,898
Property, plant and equipment net		24,616	26,313
Intangible assets, net		44,228	48,492
Goodwill		110,989	110,989
Other assets		337	348
Total assets	$	389,665	386,040
Liabilities and Members' Equity			
Current liabilities:			
Accounts payable	$	19,198	22,581
Contract liabilities		4,466	5,154
Accrued salaries, wages and benefits		37,247	23,007
Other current liabilities		23,560	23,217
Total current liabilities		84,471	73,959
Long-term debt		59,507	89,840
Other long-term liabilities		18,157	2,952
Total liabilities		162,135	166,751
Members' equity:			
Members' equity		167,207	167,207
Accumulated earnings		65,959	55,025
Accumulated other comprehensive income (loss)		(5,636)	(2,943)
Total members' equity		227,530	219,289
Total liabilities and members' equity	$	389,665	386,040

See accompanying notes to consolidated financial statements.

BROWN & ROOT INDUSTRIAL SERVICES HOLDINGS, LLC AND SUBSIDIARIES

Consolidated Statements of Operations

Years ended December 31, 2020 and 2019

(In thousands)

		2020	2019
Revenues	$	860,809	1,014,227
Costs of revenues:			
Direct costs		783,252	917,582
Indirect costs		32,271	40,502
Total costs of revenues		815,523	958,084
Gross profit		45,286	56,143
Selling, general, and administrative expenses		26,678	24,559
Operating income		18,608	31,584
Other (income) expense:			
Interest expense		4,056	5,504
Other (income) expense, net		2,386	(57)
Total other (income) expense		6,442	5,447
Pre-tax income		12,166	26,137
Income tax expense		1,232	916
Net Income	$	10,934	25,221

See accompanying notes to consolidated financial statements.

BROWN & ROOT INDUSTRIAL SERVICES HOLDINGS, LLC AND SUBSIDIARIES

Consolidated Statements of Cash Flows

Years ended December 31, 2020 and 2019

(In thousands)

	2020	2019
Cash flows from operating activities:		
Net income	$ 10,934	25,221
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation and amortization	8,721	8,079
Loss on disposal of equipment	119	31
Provision for doubtful accounts	14	185
Other noncash items	166	272
Changes in operating assets and liabilities:		
Receivables	21,910	18,623
Contract assets	(3,970)	(382)
Inventories	686	(506)
Prepaid expenses and other current assets	(135)	(1,526)
Other assets	11	(37)
Accounts payable	(3,356)	(1,173)
Contract liabilities	(675)	(289)
Accrued salaries, wages, and benefits	14,249	(9,156)
Other liabilities	12,759	3,014
Net cash provided by operating activities	61,433	42,356
Cash flows from investing activities:		
Capital expenditures	(2,535)	(5,171)
Proceeds from sales of assets	55	73
Investment in unconsolidated subsidiary	—	(75)
Net cash used in investing activities	(2,480)	(5,173)
Cash flows from financing activities:		
Advances under revolving credit facilities	45,500	112,000
Payments under revolving credit facilities	(76,000)	(132,689)
Deferred financing costs	—	(9)
Payment of capital lease obligation	(200)	(2)
Distributions to members	—	(20,000)
Net cash used in financing activities	(30,700)	(40,700)
Effect of exchange rates on cash	(59)	165
Net increase (decrease) in cash and cash equivalents	28,194	(3,352)
Cash and cash equivalents at beginning of period	5,581	8,933
Cash and cash equivalents at end of year	$ 33,775	5,581
Supplemental cash flow information:		
Cash paid for interest	$ 3,851	5,141
Cash paid for taxes	931	681
Noncash investing activities:		
Accrued capital expenditures	$ 109	60

See accompanying notes to consolidated financial statements.

KPMG LLP
Suite 2850
909 Poydras Street
New Orleans, LA 70112

Independent Auditors' Report

The Board of Managers
Brown & Root Industrial Services Holdings, LLC:

Opinion

We have audited the consolidated financial statements of Brown & Root Industrial Services Holdings, LLC and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2021 and 2020, and the related consolidated statements of operations, comprehensive income, changes in members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the consolidated financial statements are issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

KPMG LLP

New Orleans, Louisiana
February 25, 2022

BROWN & ROOT INDUSTRIAL SERVICES HOLDINGS, LLC

AND SUBSIDIARIES

Consolidated Balance Sheets

December 31, 2021 and 2020

(In thousands)

Assets	2021	2020
Current Assets:		
Cash and Cash Equivalents	$ 27,412	$ 33,775
Receivables, Net of Provision for Doubtful Accounts of $237 and $28 at December 31, 2021 and 2020, respectively	183,518	158,027
Contract Assets	7,938	9,798
Prepaid Expenses and Other Current Assets	4,820	5,692
Inventory	3,294	2,203
Total current assets	226,982	209,495
Property, Plant and Equipment net	21,218	24,616
Intangible Assets, net	39,963	44,228
Goodwill	110,989	110,989
Other Assets	312	337
Total assets	**$ 399,464**	**$ 389,665**

Liabilities and Members' Equity	2021	2020
Current Liabilities:		
Accounts Payable	$ 23,422	$ 19,198
Distributions Payable to Members	25,000	—
Contract Liabilities	11,603	4,466
Accrued Salaries, Wages and Benefits	40,690	37,247
Other Current Liabilities	31,704	23,560
Total Current Liabilities	132,419	84,471
Long-Term Debt	79,160	59,507
Other Long-Term Liabilities	3,916	18,157
Total Liabilities	$ 215,495	$ 162,135
Members' Equity:		
Members' Equity	167,207	167,207
Accumulated Earnings	19,714	65,959
Accumulated Other Comprehensive Loss	(2,952)	(5,636)
Total Members' Equity	183,969	227,530
Total Liabilities and Members' Equity	**$ 399,464**	**$ 389,665**

See accompanying notes to consolidated financial statements.

BROWN & ROOT INDUSTRIAL SERVICES HOLDINGS, LLC

AND SUBSIDIARIES

Consolidated Statements of Operations

December 31, 2021 and 2020

(In thousands)

	2021	2020
Revenues	$ 993,775	$ 860,809
Costs of Revenues:		
Direct Costs	901,804	783,252
Indirect Costs	27,272	32,271
Total Costs of Revenues	$ 929,076	$ 815,523
Gross Profit	**$ 64,699**	**$ 45,286**
Selling, General, and Administrative Expenses	32,019	26,678
Operating Income	**$ 32,680**	**$ 18,608**
Other Expense:		
Interest Expense	3,798	4,056
Other Expense, net	877	2,386
Total Other Expense	$ 4,675	6,442
Pre-tax income	**$ 28,005**	**$ 12,166**
Income Tax Expense	1,285	1,232
Net Income	**$ 26,720**	**$ 10,934**

See accompanying notes to consolidated financial statements.

BROWN & ROOT INDUSTRIAL SERVICES HOLDINGS, LLC

AND SUBSIDIARIES

Consolidated Statements of Comprehensive Income

December 31, 2021 and 2020

(In thousands)

	2021	2020
Net Income	$ 26,720	$ 10,934
Other Comprehensive Income (Loss):		
Foreign Currency Translation Adjustments	(136)	12
Changes in Fair Value of Derivative Instruments	2,820	(2,705)
Net Comprehensive Income	**$ 29,404**	**$ 8,241**

See accompanying notes to consolidated financial statements.

BROWN & ROOT INDUSTRIAL SERVICES HOLDINGS, LLC

AND SUBSIDIARIES

Consolidated Statements of Changes in Members' Equity

December 31, 2021 and 2020

(In thousands)

		Members' Equity	Accumulated Earnings	Accumulated Other Comprehensive Income (Loss)	Total
Balances at December 31, 2019	**$**	**167,207**	**55,025**	**(2,943)**	**219,289**
Net Income		—	10,934	—	10,934
Other Comprehensive Income (Loss)		—	—	(2,693)	(2,693)
Balances at December 31, 2020	**$**	**167,207**	**65,959**	**(5,636)**	**227,530**
Net Income		—	26,720	—	26,720
Distributions to Members		—	(72,965)	—	(72,965)
Other Comprehensive Income (Loss)		—	—	2,684	2,684
Balances at December 31, 2021	**$**	**167,207**	**19,714**	**(2,952)**	**183,969**

See accompanying notes to consolidated financial statements.

KPMG

BROWN & ROOT INDUSTRIAL SERVICES HOLDINGS, LLC AND SUBSIDIARIES

Consolidated Financial Statements

December 31, 2022 and 2021

(With Independent Auditors' Report Thereon)

KPMG LLP
Suite 2850
909 Poydras Street
New Orleans, LA 70112

Independent Auditors' Report

The Board of Managers
Brown & Root Industrial Services, LLC:

Opinion

We have audited the consolidated financial statements of Brown & Root Industrial Services, LLC and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of operations, comprehensive income, changes in members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the consolidated financial statements are issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

KPMG

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

KPMG LLP

New Orleans, Louisiana
March 1, 2023

BROWN & ROOT INDUSTRIAL SERVICES HOLDINGS, LLC

AND SUBSIDIARIES

Consolidated Balance Sheets

December 31, 2022 and 2021

(In thousands)

Assets	2022	2021
Current assets:		
Cash and cash equivalents	$ 11,474	$ 27,412
Receivables, net of provision for doubtful accounts of $938 and $237 at December 31, 2022 and 2021, respectively	205,121	183,518
Contract Assets	10,948	7,938
Prepaid expenses and other current assets	4,947	4,820
Inventory	3,794	3,294
Total current assets	236,284	226,982
Property, plant and equipment net	20,944	21,218
Intangible assets, net	35,699	39,963
Goodwill	110,989	110,989
Operating lease right-of-use (ROU) asset – *(Note – 4)*	9,309	—
Other assets	2,201	312
Total assets	$ 415,426	$ 399,464

Liabilities and Members' Equity	2022	2021
Current liabilities:		
Accounts payable	$ 41,150	$ 23,422
Distributions payable to members	7,500	25,000
Contract liabilities	12,574	11,603
Accrued salaries, wages and benefits	31,698	40,690
Operating lease short-term lease obligation – *(Note – 4)*	4,073	—
Other current liabilities	34,644	31,704
Total current liabilities	131,639	132,419
Long-term debt	92,822	79,160
Operating lease long-term lease obligation – *(Note – 4)*	5,473	—
Other long-term liabilities	441	3,916
Total liabilities	$ 230,375	$ 215,495
Members' equity:		
Members' equity	167,207	167,207
Accumulated earnings	16,143	19,714
Accumulated other comprehensive income (loss)	1,701	(2,952)
Total members' equity	185,051	183,969
Total liabilities and members' equity	$ 415,426	$ 399,464

See accompanying notes to consolidated financial statements.

BROWN & ROOT INDUSTRIAL SERVICES HOLDINGS, LLC

AND SUBSIDIARIES

Consolidated Statements of Operations

December 31, 2022 and 2021

(In thousands)

	2022	2021
Revenues	$ 1,134,725	$ 993,775
Costs of Revenues:		
Direct Costs	1,038,123	901,804
Indirect Costs	30,314	27,272
Total Costs of Revenues	$ 1,068,437	$ 929,076
Gross Profit	**$ 66,288**	**$ 64,699**
Selling, General, and Administrative Expenses	30,227	32,019
Operating Income	**$ 36,061**	**$ 32,680**
Other Expense:		
Interest Expense	4,358	3,798
Other (Income) Expense, net	(210)	877
Total Other Expense	$ 4,148	4,675
Pre-tax income	**$ 31,913**	**$ 28,005**
Income Tax Expense	484	1,285
Net Income	**$ 31,429**	**$ 26,720**

See accompanying notes to consolidated financial statements.

October 11, 2023

ZURICH®

Local Government Purchasing Cooperative dba Buy Board Cooperative

12007 Research Blvd.

Austin, TX 78759

RE: Buy Board Job Order Contracting (RS Means) Project No. 728-24

Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland, have provided surety credit to Brown & Root Industrial Services LLC for single projects of $60 Million within an aggregate program of $600 Million. Zurich/F&D is rated "**A+**" (Superior) with a financial size category of **XV** ($2 billion+) by AM Best and has a U.S. Treasury Limit in excess of $750,000,000 as of 07/01/2023.

If Brown & Root Industrial Services LLC is awarded a contract for the referenced project and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Brown & Root Industrial Services LLC and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,
Zurich American Insurance Company
Fidelity and Deposit Company of Maryland

Catherine Thompson

Catherine Thompson, Attorney-in-Fact

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1890

ZURICH AMERICAN INSURANCE COMPANY INCORPORATED 1998

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John F. THOMAS, Jynell Marie WHITEHEAD, Jennifer B. GULLETT, Catherine THOMPSON, Amy R. WAUGH, Noah William PIERCE and Andrew M. BENNETT, all of Charlotte, North Carolina, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of August, A.D. 2019.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Dawn E. Brown

_____
Vice President
Robert D. Murray

State of Maryland
County of Baltimore

On this 16th day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

POA-F 177-0035B

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11 day of October, 2023

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
235 Highlandia Drive
Suite 200
Baton Rouge LA 70810

CONTACT NAME: Ashley Kennard
PHONE (A/C, No, Ext): 225-906-0114 **FAX (A/C, No):**
E-MAIL ADDRESS: ashley_kennard@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Property & Casualty Insurance Co	20699
INSURER C : Steadfast Insurance Company	26387
INSURER D : Ironshore Specialty Insurance Co	25445
INSURER E : XL Specialty Insurance Company	37885
INSURER F :	

INSURED BROW&RO-05
Brown & Root Industrial Services, LLC
2600 CitiPlace Drive, Suite 500
Baton Rouge, LA 70808

COVERAGES **CERTIFICATE NUMBER:** 970308429 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	HDOG47318208	11/1/2022	11/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 50,000 $ 2,000,000 $ 10,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	ISAH10713195	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED RETENTION $	Y	Y	XCQG71193573005	11/1/2022	11/1/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WLRC50686966	11/1/2022	11/1/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C D E	Professional Liability Pollution Liability Builder Risk	Y	Y	EOC016051606 ICELLUW00134601 UM00080916MA22A	11/1/2022 11/1/2022 11/1/2022	11/1/2023 11/1/2023 11/1/2023	Limit Limit Limit: $5,000,000	$10,000,000 $10,000,000 Deductible:$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GENERAL LIABILITY COVERAGE FORM:
(1) Commercial General Liability - Occurrence Form CG 00 01 04 13
(2) Blanket Additional Insured - Owners, Lessees & Contractors if required by written contract as respect to CGL (CG 2010 10 01)
(3) Blanket Additional Insured - Owners, Lessees & Contractors - Completed Operations if required by written contract as respect to CGL (CG 2037 10 01)
See Attached...

CERTIFICATE HOLDER

Local Government Purchasing Cooperative dba Buy Board Cooperative
12007 Research Blvd
Austin TX 78759

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
D'Wana Childs

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POLICY NUMBER: **HDOG47318208**

Endorsement Number:

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2012

AGENCY CUSTOMER ID: BROW&RO-05

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	Brown & Root Industrial Services, LLC 2600 CitiPlace Drive, Suite 500 Baton Rouge, LA 70808
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

(4) Blanket Waiver of Subrogation is provided if required by written contract as respects to General Liability
(5) Primary - Non-Contributory Provisions Provided if required by written contract
(6) Contractual Liability Included
(7) Per Project General Aggregate Applies

AUTOMOBILE COVERAGE FORM:
(1) Blanket Additional Insured with respects to Automobile Liability as required by written contract
(2) Blanket Waiver of Subrogation is provided if required by written contract as respects to Automobile Liability
(3) Primary - Non-Contributory Provisions Provided if required by written contract

WORKERS COMP COVERAGE FORM:
(1) Blanket Waiver of Subrogation is provided if required by written contract with respects to Workers Comp as required By written contract
(2) Primary - Non-Contributory Provisions Provided if required by written contract
(3) Longshore & Harbor WC Act endorsement; Alternate Employer endorsement; and Outer Continental Shelf WC endorsement
with respects to Workers Comp as required By written contract Coverage terrority includes State of Louisiana and Gulf of Mexico Extension

UMBRELLA COVERAGE FORM:
(1) Follow form over the General Liability, Auto Liability and Workers Compensation as required by written contract

PROFESSIONAL LIABILITY - $10,000,000 Each Claim; $10,000,000 Aggregate

POLLUTION LIABILITY - $10,000,000 Each Occurrence Limit

INLAND MARINE Policy #UM00096631MA22A eff. 11/1/2022-11/1/2023
(1) Leased or Rented Equipment $2,500,000 per item subject to $2,500,000 per occurrence
(2) Actual Cash Value subject to Replacement Cost for Legal Liability
(3) $2,500 Basic Deductible
(4) Crane Deductible: 2.5% Subject to Minimum of $5,000
(5) There is no boom and overload exclusion.
(6) Certificate holder is named loss payee as respect leased/rented equipment as required by written contract
RE: CSP #23/044TC | Texas Government Code (TGC) Chapter 2269, Contracting and Delivery Procedures for Construction Projects, TGC 2269.401-451 Harris County Department of Education/Choice partner and the Choice partner member included as additional insureds under the General Liability and Auto Liability policies, when required by written contract. Waiver of Subrogation in favor of Additional Insured and officers, employees and agents as respects General Liability, Auto Liability and Workers Compensation coverages, when required by written contract.

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COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

 © ISO Properties, Inc., 2000

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.
Location And Description of Completed Operations: All locations where you perform work for such additional insured pursuant to any such written contract.
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

 © ISO Properties, Inc., 2000

POLICY NUMBER: **HDOG47318208**

Endorsement Number.

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

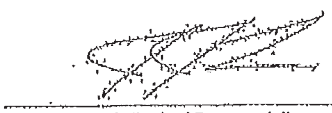
COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Authorized Representative

© Insurance Services Office, Inc., 2008

AUTOMATIC ADDITIONAL INSURED ENDORSEMENT

Named Insured			Endorsement Number
Brown & Root Industrial Services, LLC			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	ISAH10713195	11-01-2022 to 11-01-2023	11-01-2022
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SECTION II - LIABILITY COVERAGE, WHO IS AN INSURED is amended to include as an "insured" any person or organization you are required in a written contract or agreement to name as an Additional Insured on your policy but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by:

1. You, while using a covered "auto" or
2. Any other person, while using a covered "auto" with your permission.

The insurance provided by this endorsement shall be subject to the following additional condition:

1. The Limit of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event, shall the policy Limits of Insurance be increased by the contract.

2. All insuring agreements, exclusions, terms and conditions of the policy shall apply to the coverage (s) provided to the Additional Insured, and such coverage shall not be enlarged or expanded by reason of the contract.

3. Coverage provided by this endorsement shall be excess over any other valid and collectible insurance available to the Additional Insured (s) whether primary, excess, contingent or on any other basis unless the contract specifically requires that this insurance be primary or you request that it apply on a primary basis prior to loss.

Authorized Representative

20364446 | 10KORING | (10) 15-15 Brown & Root Ind. Svcs. GL, AL, WC, UMB | (ROU) Charla Dopson | 1/29/2016 2:15:41 PM (CST) | Page 2 of 7

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured			Endorsement Number
Brown & Root Industrial Services, LLC			
Policy Symbol ISA	Policy Number ISAH10713195	Policy Period 11-01-2022 to 11-01-2023	Effective Date of Endorsement 11-01-2022
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right to recovery in a written contract, provided such contract was executed prior to the date of loss

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured BROWN & ROOT INDUSTRIAL SERVICES, LLC 2600 CITIPLACE DRIVE, SUITE 500 BATON ROUGE LA 70808	Endorsement Number Policy Number Symbol: WLR Number: C50686966
Policy Period 11-01-2022 to 11-01-2023	Effective Date of Endorsement 11-01-2022
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

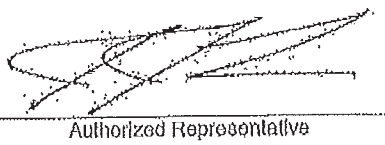
Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A., 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

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Workers' Compensation and Employers' Liability Policy

Named Insured BROWN & ROOT INDUSTRIAL SERVICES, LLC 2600 CITIPLACE DRIVE, SUITE 500 BATON ROUGE LA 70808	Endorsement Number Policy Number Symbol: WLR Number: C50686966
Policy Period 11-01-2022 to 11-01-2023	Effective Date of Endorsement 11-01-2022
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization:

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

   The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

Authorized Representative

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POLICY NUMBER: **HDOG47318208**

Endorsement Number:

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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P.O. Box 400, Austin, Texas 78767
800.695.2919 • blds@buyboard.com • buyboard.com

VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: Brown & Root Industrial Services, LLC

Signature of Vendor Authorized Representative

Printed Name: Rick Farrag

Title: Vice President

Date: 10/26/2023

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*
☒ Reviewed/Completed: **Required Forms Checklist**
☒ Reviewed/Completed: **Proposal Specifications** with Coefficient Factor(s) *(complete in electronic proposal submission system)*

Brown & Root Information

Contact:	Mike Coberley
Address:	2451 Crystal Drive Suite 425 Arlington, VA 22202
Phone:	(571) 351-2103
Fax:	(703) 842-8188
Email:	mike.coberley@brownandroot.com
Web Address:	brownandroot.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Rick Farrag
Signature

rick.farrag@brownandroot.com
Email

Submitted at 10/25/2023 11:22:21 AM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 728-24, Job Order Contracting (RSMeans)

1-Proposal Invitation Documents-BRIS.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Coefficient Factor Proposed

2-BRIS Exceptions Page BuyBoard 728-24 JOC 2023.pdf

In PDF format and if necessary, vendor shall attach detailed information regarding exception(s) to coefficient factor proposed for Job Order Contracting. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (DO NOT password protect uploaded files.)

Company Profile

3-BRIS Profile Page BuyBoard JOC 728-24 2023.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

4-W-9 BRIS.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Addendum No. 1

5-Addendum No 1 Signed BRIS.pdf

Addendum No. 1 REQUIRED - In PDF format, upload addendum document available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Bid Attributes

1 **Federal Identification Number**

Federal Identification Number

47-3996049

2 **HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification**

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 **No Israel Boycott Certification**

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 **No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 **MWBE/HUB Status Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business*

7	**Women Owned Business** Women Owned Business ☐ *Women Owned Business*
8	**Service-Disabled Veteran Owned Business** Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ *Service-Disabled Veteran Owned Business*
9	**Certification Number** Certification Number *No response*
10	**Name of Certifying Agency** Certifying Agency *No response*
11	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☑ Non-HUB
12	**Vendor General Contact Information** Proposal/Contract General Contact Information
13	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name Craig Cook
14	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address craig.cook@brownandroot.com
15	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address 8121 Broadway, Suite 200
16	**Vendor Proposal/Contact Mailing Address - City** Vendor Proposal/Contact Mailing Address - City Houston
17	**Vendor Proposal/Contact Mailing Address - State** Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) TX
18	**Vendor Proposal/Contact Mailing Address - Zip Code** Vendor Proposal/Contact Mailing Address - Zip Code 77061

19 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

713-824-4477

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

https://www.brownandroot.com/what-we-do/operate-maintain/on-call-construction/

22 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

daniel.croasmun@brownandroot.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Dan Croasmun

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

713-980-3250

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

115

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

brenda.ivey@brownandroot.com

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

Brenda Ivey

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

713-980-3250

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

108

31 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

32 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

daniel.croasmun@brownandroot.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Dan Croasmun

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

713-980-3250

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

115

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

brenda.ivey@brownandroot.com

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

Brenda Ivey

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

713-980-3250

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

108

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

Brown and Root Industrial Service, LLC

44 **Invoice Company Department Name**

Invoice Company Department Name

Business Manager

45 **Invoice Contact Name**

Invoice Contact Name

Brenda Ivey

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

8121 Broadway, Suite 200

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Houston

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

77061

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

713-980-3250

51 **Invoice Contact Extension Number**

Invoice Contact Extension Number

108

52 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

713-980-3258

53 **Invoice Contact E-mail Address**

Invoice Contact E-mail

brenda.ivey@brownandroot.com

54 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

sabrina.alsobrook@brownandroot.com

55 **Billing Agent Company Name**

Billing Agent Company Name

No response

56 **Billing Agent Department Name**

Billing Agent Department Name

No response

57 **Billing Agent Contact Name**

Billing Agent Contact Name

No response

58 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

59 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

64 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor’s return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor’s return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

No

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

Brown and Root Industrial Serv

75 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1*

77 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2*

78 **Region 3**

Region 3 - Victoria

☐ *Region 3*

79 **Region 4**

Region 4 - Houston

☐ *Region 4*

80 **Region 5**

Region 5 - Beaumont

☐ *Region 5*

81	**Region 6** Region 6 - Huntsville ☐ *Region 6*
82	**Region 7** Region 7 - Kilgore ☐ *Region 7*
83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9*
85	**Region 10** Region 10 - Richardson ☐ *Region 10*
86	**Region 11** Region 11 - Fort Worth ☐ *Region 11*
87	**Region 12** Region 12 - Waco ☐ *Region 12*
88	**Region 13** Region 13 - Austin ☐ *Region 13*
89	**Region 14** Region 14 - Abilene ☐ *Region 14*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15*
91	**Region 16** Region 16 - Amarillo ☐ *Region 16*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17*

93	**Region 18** Region 18 - Midland ☐ *Region 18*
94	**Region 19** Region 19 - El Paso ☐ *Region 19*
95	**Region 20** Region 20 - San Antonio ☐ *Region 20*
96	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
97	**Company Name** Company Name Brown and Root Industrial Serv
98	**State Service Designation** **Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.** I will not serve all states in the United States
99	**Alabama** Alabama ☐ *Alabama*
100	**Alaska** Alaska ☐ *Alaska*
101	**Arizona** Arizona ☐ *Arizona*

102	**Arkansas** Arkansas ☐ *Arkansas*
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
104	**Colorado** Colorado ☐ *Colorado*
105	**Connecticut** Connecticut ☐ *Connecticut*
106	**Delaware** Delaware ☐ *Delaware*
107	**District of Columbia** District of Columbia ☑ District of Columbia
108	**Florida** Florida ☐ *Florida*
109	**Georgia** Georgia ☑ Georgia
110	**Hawaii** Hawaii ☐ *Hawaii*
111	**Idaho** Idaho ☐ *Idaho*
112	**Illinois** Illinois ☐ *Illinois*
113	**Indiana** Indiana ☐ *Indiana*

114	**Iowa** Iowa ☐ *Iowa*
115	**Kansas** Kansas ☑ Kansas
116	**Kentucky** Kentucky ☐ *Kentucky*
117	**Louisiana** Louisiana ☑ Louisiana
118	**Maine** Maine ☐ *Maine*
119	**Maryland** Maryland ☑ Maryland
120	**Massachusetts** Massachusetts ☐ *Massachusetts*
121	**Michigan** Michigan ☐ *Michigan*
122	**Minnesota** Minnesota ☐ *Minnesota*
123	**Mississippi** Mississippi ☑ Mississippi
124	**Missouri** Missouri ☑ Missouri
125	**Montana** Montana ☐ *Montana*

126	**Nebraska** Nebraska ☐ *Nebraska*
127	**Nevada** Nevada ☐ *Nevada*
128	**New Hampshire** New Hampshire ☐ *New Hampshire*
129	**New Jersey** New Jersey ☐ *New Jersey*
130	**New Mexico** New Mexico ☐ *New Mexico*
131	**New York** New York ☐ *New York*
132	**North Carolina** North Carolina ☐ *North Carolina*
133	**North Dakota** North Dakota ☐ *North Dakota*
134	**Ohio** Ohio ☐ *Ohio*
135	**Oklahoma** Oklahoma ☐ *Oklahoma*
136	**Oregon** Oregon ☐ *Oregon*
137	**Pennsylvania** Pennsylvania ☑ Pennsylvania

138	**Rhode Island** Rhode Island ☐ *Rhode Island*
139	**South Carolina** South Carolina ☑ South Carolina
140	**South Dakota** South Dakota ☐ *South Dakota*
141	**Tennessee** Tennessee ☐ *Tennessee*
142	**Texas** Texas ☑ Texas
143	**Utah** Utah ☐ *Utah*
144	**Vermont** Vermont ☐ *Vermont*
145	**Virginia** Virginia ☑ Virginia
146	**Washington** Washington ☑ Washington
147	**West Virginia** West Virginia ☑ West Virginia
148	**Wisconsin** Wisconsin ☐ *Wisconsin*
149	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1 **Section I: REGIONAL (State of Texas)**

Texas Region 1 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

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2 **Section I: REGIONAL (State of Texas)**

Texas Region 1 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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3 **Section I: REGIONAL (State of Texas)**

Texas Region 2 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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4 **Section I: REGIONAL (State of Texas)**

Texas Region 2 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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5 **Section I: REGIONAL (State of Texas)**

Texas Region 3 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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6 **Section I: REGIONAL (State of Texas)**

Texas Region 4 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

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7 **Section I: REGIONAL (State of Texas)**

Texas Region 3 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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8 **Section I: REGIONAL (State of Texas)**

Texas Region 4 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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9 **Section I: REGIONAL (State of Texas)**

Texas Region 5 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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10

Section I: REGIONAL (State of Texas)

Texas Region 5 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

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Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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1
1

Section I: REGIONAL (State of Texas)

Texas Region 6 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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12

Section I: REGIONAL (State of Texas)

Texas Region 6 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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13

Section I: REGIONAL (State of Texas)

Texas Region 7 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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14

Section I: REGIONAL (State of Texas)

Texas Region 7 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

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15

Section I: REGIONAL (State of Texas)

Texas Region 8 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

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16

Section I: REGIONAL (State of Texas)

Texas Region 8 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

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17

Section I: REGIONAL (State of Texas)

Texas Region 9 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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18

Section I: REGIONAL (State of Texas)

Texas Region 9 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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19

Section I: REGIONAL (State of Texas)

Texas Region 10 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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20

Section I: REGIONAL (State of Texas)

Texas Region 10 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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21

Section I: REGIONAL (State of Texas)

Texas Region 11 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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2
2

Section I: REGIONAL (State of Texas)

Texas Region 11Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

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2
3

Section I: REGIONAL (State of Texas)

Texas Region 12 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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24

Section I: REGIONAL (State of Texas)

Texas Region 12 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

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25

Section I: REGIONAL (State of Texas)

Texas Region 13 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

26

Section I: REGIONAL (State of Texas)

Texas Region 13 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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27

Section I: REGIONAL (State of Texas)

Texas Region 14 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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28

Section I: REGIONAL (State of Texas)

Texas Region 14 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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29

Section I: REGIONAL (State of Texas)

Texas Region 15 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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30

Section I: REGIONAL (State of Texas)

Texas Region 15 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

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31

Section I: REGIONAL (State of Texas)

Texas Region 16 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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32

Section I: REGIONAL (State of Texas)

Texas Region 16 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

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33

Section I: REGIONAL (State of Texas)

Texas Region 17 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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34

Section I: REGIONAL (State of Texas)

Texas Region 17 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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35

Section I: REGIONAL (State of Texas)

Texas Region 18 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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36

Section I: REGIONAL (State of Texas)

Texas Region 18 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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37

Section I: REGIONAL (State of Texas)

Texas Region 19 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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38

Section I: REGIONAL (State of Texas)

Texas Region 19 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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39

Section I: REGIONAL (State of Texas)

Texas Region 20 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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40

Section I: REGIONAL (State of Texas)

Texas Region 20 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.73 Total: $0.73

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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41

Section II: NATIONAL (Other States)

Alabama Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

42

Section II: NATIONAL (Other States)

Alabama Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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43

Section II: NATIONAL (Other States)

Alaska Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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44

Section II: NATIONAL (Other States)

Alaska Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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45

Section II: NATIONAL (Other States)

Arizona Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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46

Section II: NATIONAL (Other States)

Arizona Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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47

Section II: NATIONAL (Other States)

Arkansas Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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48

Section II: NATIONAL (Other States)

Arkansas Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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49

Section II: NATIONAL (Other States)

California Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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50

Section II: NATIONAL (Other States)

California Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

51

Section II: NATIONAL (Other States)

Colorado Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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52

Section II: NATIONAL (Other States)

Colorado Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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53

Section II: NATIONAL (Other States)

Connecticut Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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54

Section II: NATIONAL (Other States)

Connecticut Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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55

Section II: NATIONAL (Other States)

Delaware Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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56

Section II: NATIONAL (Other States)

Delaware Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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57

Section II: NATIONAL (Other States)

District of Columbia Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.75 Total: $0.75

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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58

Section II: NATIONAL (Other States)

District of Columbia Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.85 Total: $0.85

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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59

Section II: NATIONAL (Other States)

Florida Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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60

Section II: NATIONAL (Other States)

Florida Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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61

Section II: NATIONAL (Other States)

Georgia Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.71 Total: $0.71

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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62

Section II: NATIONAL (Other States)

Georgia Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.80 Total: $0.80

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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63

Section II: NATIONAL (Other States)

Hawaii Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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64

Section II: NATIONAL (Other States)

Hawaii Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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65

Section II: NATIONAL (Other States)

Idaho Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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66

Section II: NATIONAL (Other States)

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Quantity: 1 UOM: Coefficient Factor

No Bid

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67

Section II: NATIONAL (Other States)

Illinois Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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68

Section II: NATIONAL (Other States)

Illinois Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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69

Section II: NATIONAL (Other States)

Indiana Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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70

Section II: NATIONAL (Other States)

Indiana Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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71

Section II: NATIONAL (Other States)

Iowa Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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72

Section II: NATIONAL (Other States)

Iowa Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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73

Section II: NATIONAL (Other States)

Kansas Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.79 Total: $0.79

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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74

Section II: NATIONAL (Other States)

Kansas Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.88 Total: $0.88

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

75

Section II: NATIONAL (Other States)

Kentucky Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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76

Section II: NATIONAL (Other States)

Kentucky Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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77

Section II: NATIONAL (Other States)

Louisiana Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.70 Total: $0.70

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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78

Section II: NATIONAL (Other States)

Louisiana Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.78 Total: $0.78

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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79

Section II: NATIONAL (Other States)

Maine Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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80

Section II: NATIONAL (Other States)

Maine Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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81

Section II: NATIONAL (Other States)

Maryland Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.75 Total: $0.75

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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82

Section II: NATIONAL (Other States)

Maryland Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.85 Total: $0.85

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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83

Section II: NATIONAL (Other States)

Massachusetts Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

84

Section II: NATIONAL (Other States)

Massachusetts Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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85

Section II: NATIONAL (Other States)

Michigan Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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86

Section II: NATIONAL (Other States)

Michigan Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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87

Section II: NATIONAL (Other States)

Minnesota Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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88

Section II: NATIONAL (Other States)

Minnesota Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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89

Section II: NATIONAL (Other States)

Mississippi Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.69 Total: $0.69

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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90

Section II: NATIONAL (Other States)

Mississippi Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.77 Total: $0.77

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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9 1

Section II: NATIONAL (Other States)

Missouri Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.82 Total: $0.82

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

92

Section II: NATIONAL (Other States)

Missouri Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.92 Total: $0.92

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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93

Section II: NATIONAL (Other States)

Montana Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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94

Section II: NATIONAL (Other States)

Montana Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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95

Section II: NATIONAL (Other States)

Nebraska Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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96

Section II: NATIONAL (Other States)

Nebraska Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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97

Section II: NATIONAL (Other States)

Nevada Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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98

Section II: NATIONAL (Other States)

Nevada Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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99

Section II: NATIONAL (Other States)

New Hampshire Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

100

Section II: NATIONAL (Other States)

New Hampshire Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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101

Section II: NATIONAL (Other States)

New Jersey Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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102

Section II: NATIONAL (Other States)

New Jersey Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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103

Section II: NATIONAL (Other States)

New Mexico Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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104

Section II: NATIONAL (Other States)

New Mexico Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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105

Section II: NATIONAL (Other States)

New York Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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106

Section II: NATIONAL (Other States)

New York Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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107

Section II: NATIONAL (Other States)

North Carolina Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

108

Section II: NATIONAL (Other States)

North Carolina Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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109

Section II: NATIONAL (Other States)

North Dakota Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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110

Section II: NATIONAL (Other States)

North Dakota Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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111

Section II: NATIONAL (Other States)

Ohio Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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112

Section II: NATIONAL (Other States)

Ohio Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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113

Section II: NATIONAL (Other States)

Oklahoma Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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114

Section II: NATIONAL (Other States)

Oklahoma Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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115

Section II: NATIONAL (Other States)

Oregon Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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116

Section II: NATIONAL (Other States)

Oregon Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

117

Section II: NATIONAL (Other States)

Pennsylvania Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.75 Total: $0.75

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

118	**Section II: NATIONAL (Other States)** **Pennsylvania Coefficient for Non-Standard Hours** for Job Order Contracting as listed in RSMeans Cost Data Book. Quantity: 1 UOM: Coefficient Factor Coefficient: $0.85 Total: $0.85 Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation. Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours. It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book. The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive. The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years. The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service. As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form. Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal. **NOTE:** VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

119

Section II: NATIONAL (Other States)

Rhode Island Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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120

Section II: NATIONAL (Other States)

Rhode Island Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

South Carolina Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.75 Total: $0.75

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

122

Section II: NATIONAL (Other States)

South Carolina Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.85 Total: $0.85

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

South Dakota Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

124

Section II: NATIONAL (Other States)

South Dakota Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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125

Section II: NATIONAL (Other States)

Tennessee Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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126

Section II: NATIONAL (Other States)

Tennessee Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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127

Section II: NATIONAL (Other States)

Utah Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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128

Section II: NATIONAL (Other States)

Utah Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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129

Section II: NATIONAL (Other States)

Vermont Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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130

Section II: NATIONAL (Other States)

Vermont Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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131

Section II: NATIONAL (Other States)

Virginia Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.75 Total: $0.75

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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132

Section II: NATIONAL (Other States)

Virginia Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.85 Total: $0.85

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

133

Section II: NATIONAL (Other States)

Washington Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.88 Total: $0.88

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

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4

Section II: NATIONAL (Other States)

Washington Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.93 Total: $0.93

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

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135

Section II: NATIONAL (Other States)

West Virginia Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.80 Total: $0.80

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

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136

Section II: NATIONAL (Other States)

West Virginia Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.90 Total: $0.90

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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137

Section II: NATIONAL (Other States)

Wisconsin Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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138

Section II: NATIONAL (Other States)

Wisconsin Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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139

Section II: NATIONAL (Other States)

Wyoming Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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140 **Section II: NATIONAL (Other States)**

Wyoming Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor

No Bid

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

Response Total: $47.77

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 728-24
Job Order Contracting (RSMeans)

The following addendum is issued to Proposal Invitation No. 728-24, Job Order Contracting (RSMeans) and shall become a permanent part of the Proposal Invitation document.

The *Proposal Requirements for Job Order Contract – Unit Price Book and Proposer's Coefficient* section of the proposal invitation has been updated as referenced below.

PROGRAM REQUIREMENTS FOR JOB ORDER CONTRACT

UNIT PRICE BOOK AND PROPOSER'S COEFFICIENT

Contractual unit prices for a Job Order Contract will be established by requiring Proposers to propose one or more coefficients or multipliers to be applied to a unit price book. For this Proposal Invitation, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book").

The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation.

After a contract award, each Job Order under the Contract will be broken down into individual tasks of work, and a total price will be developed based upon the Unit Price Book rate and the Proposer's Coefficient. The price of the work in a Job Order will be determined by multiplying the Unit Price Book rates for individual tasks of work listed in the Job Order by the Proposer's Coefficient.

For this proposal invitation, Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P"** costs column in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

For example, if the labor unit price for electrical installation of one hundred square feet of electrical conduit is $25.00 (after city cost adjustment) and the Proposer's Coefficient is 0.85, the Job Order price would be $21.25 ($25.00 x 0.85 = $21.25). Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the "Total Incl. O&P" costs column in the Unit Price Book, and not the "Bare Total" column. The "Total Incl. O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

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Please sign and return one copy of this Addendum with your proposal as verification of your receipt and compliance with the information contained in this Addendum.

Company Name: Brown & Root Industrial Services, LLC

Address: 8121 Broadway Suite 200, Houston, TX 77061

Signature of Authorized Company Official: _____ Title: Vice President

Telephone Number: 703.628.5491 Date: 10/26/2023

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: City of Baytown Library Relocation (Temporary). Renovation Services

Company Name: Brown & Root Industrial Services, LLC.

Department: Public Works/Engineering/BAWA

Date: 07/232026 **Council Date:** 08/13/2026

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

_____

_____

_____

☑ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

Teresa McKenzie — Director of Finance

07/232026 — Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424

CITY COUNCIL MEETING 8. a.

Meeting Date: 08/13/2026
Subject: Nomination for Board of Directors of the Chambers County Appraisal District
Prepared by: Gabriella Gonzales, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Consider a resolution nominating a representative to serve on the Board of Directors of the Chambers County Appraisal District.

PREFACE

This proposed resolution allows the City Council to nominate a representative to the Board of Directors of the Chambers County Appraisal District ("CCAD"). The City received notice on July 1, 2026, that a vacancy had occurred and Council may nominate a candidate that resides in Chambers County.

When a vacancy becomes available, eligible taxing units may nominate a candidate by resolution within 45 days after notification of the vacancy. The Chief Appraiser shall submit a list of nominees to the Board of Directors, which shall fill the vacancy by majority vote from among the nominees.

Attachments

Resolution Nominating the Board of Directors of The Chambers County Appraisal District

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, NOMINATING A CANDIDATE TO FILL THE VACANCY FOR A POSITION ON THE BOARD OF DIRECTORS OF THE CHAMBERS COUNTY APPRAISAL DISTRICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Baytown has the right and responsibility to nominate one candidate to fill a vacancy on the Board of Directors of the Chambers County Appraisal District; and

WHEREAS, the City Council of the City of Baytown, Texas, desires to exercise its right to nominate a candidate to fill such vacancy on said board of directors; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby nominates the following as a candidate to fill the vacancy on the Board of Directors of the Chambers County Appraisal District:

_____

Section 2: That the Mayor of the City of Baytown be and is hereby authorized and directed to deliver or cause to be delivered a certified copy of this Resolution to the Chief Appraiser of the Chambers County Appraisal District on or before _____day of ____ 2026.

Section 3: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 23rd day of July, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY COUNCIL MEETING 11. a.

Meeting Date: 08/13/2026

Subject: Recess into and conduct executive session pursuant to Texas Government Code, Section 551.074 to deliberate the annual performance evaluation and duties of the City Manager

Prepared by: Gabriella Gonzales, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Recess into and conduct executive session pursuant to Texas Government Code, Section 551.074 to deliberate the annual performance evaluation and duties of the City Manager.

PREFACE